***AMENDED AGENDA**
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
APRIL 18, 2023
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. PROCLAMATIONS / PRESENTATION

4.1 **PROCLAMATION - "58TH ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL"** – *Proclaims May 5, 2023, through May 7, 2023, as the 58th Annual Isle of Eight Flags Shrimp Festival". Members of the Isle of Eight Flags Shrimp Festival Committee will be present to accept the Proclamation.*

4.2 **PROCLAMATION - "NATIONAL ARBOR DAY" -** *Recognizing April 28, 2023, as "National Arbor Day." Planning and Conservation Department Urban Forester, Arborist David Neville will be in attendance to accept the Proclamation.*

4.3 **PROCLAMATION - "MUNICIPAL CLERKS WEEK"** - *Proclaims the week of April 30 - May 6, 2023, as "Municipal Clerks Week." City Clerk Caroline Best will be present to accept the Proclamation.*

4.4 **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for March 2023.*

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

6. CONSENT AGENDA

6.1 **APPROVAL OF MINUTES -** *City Commission Workshop - February 7, 2023; City Commission Regular Meeting - February 7, 2023; City Commission Goal Setting Workshop - February 8, 2023; City Commission Regular Meeting - February 21, 2023; City Commission Workshop - March 7, 2023; City Commission Regular Meeting - March 7, 2023; City Commission Workshop - March 21, 2023; City Commission Regular Meeting - March 21, 2023; and the City Commission Special Meeting and Executive Session - April 4, 2023.*

7. RESOLUTIONS

7.1 **RECONSIDERATION - DOWNTOWN PARKING PLAN APPROVAL -** RESOLUTION 2023-49 APPROVING THE DOWNTOWN RIVERFRONT PARKING REDEVELOPMENT PLAN;

AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: The City Commission at their April 4, 2023 Regular meeting, approved the Community Redevelopment Agency Advisory Board (CRAAB) downtown redevelopment recommendations along the riverfront which reallocates parking within the downtown and provides increased walkability and green space. Commissioner Antun has requested this item be placed on the agenda for reconsideration in accordance with the City Commission Rules of Procedure Section 7.4.*

7.2 ***BUDGET TRANSFER – ISLE OF EIGHT FLAGS SHRIMP FESTIVAL -** RESOLUTION 2023-55 APPROVING A BUDGET TRANSFER FOR THE ISLE OF EIGHT FLAGS SHRIMP FESTIVAL TO SUPPLEMENT THE COST OF PUBLIC SAFETY FOR THE 2023 SHRIMP FESTIVAL IN FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a budget transfer, in the amount of $5,000.00, to support increased costs associated with Police and Fire services for the 2023 Isle of Eight Flags Shrimp Festival.*

7.3 **GATEWAY IMPROVEMENT PROJECT -** RESOLUTION 2023- 56 APPROVING THE GATEWAY IMPROVEMENT SIGNAGE PROJECT AND BUDGET AMENDMENT FOR FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Gateway Improvement Signage Project and budget amendment in the amount of $25,000 and authorizes staff to proceed.*

7.4 **PURCHASE APPROVAL – PATROL VEHICLE REPLACEMENT –** RESOLUTION 2023-57 APPROVING THE PURCHASE OF A 2023 CHEVROLET TAHOE FOR THE POLICE DEPARTMENT AND DECLARING UNIT #2056 AS SURPLUS FOR FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of a patrol vehicle and emergency equipment to replace #2056 that was deemed a total loss due to a vehicle crash.*

7.5 **BLACKWATER CONSTRUCTION SERVICES, LLC - CHANGE ORDER #11 -** RESOLUTION 2023-58 APPROVING DEDUCTIVE CHANGE ORDER #11 WITH BLACKWATER CONSTRUCTION SERVICES ON THE FIRE STATION AT THE AIRPORT FOR MODIFICATIONS TO BUNK ROOMS AND DECONTAMINATION SHOWER, SUBSTITUTION OF BUILDING PAINT, AND FOR LIMEROCK MATERIAL COST INCREASES; REMOVAL OF THREE ADDITIONAL ITEMS FROM THE SCOPE OF WORK DUE TO COSTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Deductive Change Order #11 for Fire Station #2 adjusting for price increases and modifications and removing three items from the scope of work in the amount of ($182,199).*

7.6 ***(Quasi-judicial)* - FINAL PLAT APPROVAL "ISLAND VIEW SUBDIVISION" -** RESOLUTION 2023-59 APPROVING A FINAL PLAT FOR A SUBDIVISION CALLED "ISLAND VIEW" TO CREATE TWELVE (12) SINGLE FAMILY HOME SITES; AND PROVDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the final plat for Island View Subdivision located on Bailey Road.*

7.7 **LAND PURCHASE - ORLANDO J. AVILA PROPERTY -** RESOLUTION 2023-60 APPROVING THE PURCHASE OF TWO PARCELS OF VACANT LAND OWNED BY ORLANDO J. AVILA TOTALING APPROXIMATELY 0.46 ACRES FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the purchase of vacant land currently owned by Orlando J. Avila for conservation.*

7.8 **REQUEST FOR QUALIFICATIONS (RFQ) 23-05 RECOMMENDATION -** RESOLUTION 2023-61 ACCEPTING THE STAFF RANKING FOR RFQ 23-05; AUTHORIZING NEGOTIATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the staff recommendation for RFP 23-05, Waterfront Resiliency Project, and authorizes negotiation with the top-ranked firm, Kimley-Horn.*

7.9 **COST REIMBURSEMENT AGREEMENT - FIRST COAST RAILROAD -** RESOLUTION 2023-62 APPROVING A REIMBURSEMENT AGREEMENT WITH FIRST COAST RAILROAD INC. FOR PRELIMINARY ENGINEERING RELATED TO THE ALACHUA STREET OPENING AT FRONT STREET; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the cost reimbursement agreement in the amount of $21,987 for preliminary engineering for the Alachua Street opening.*

7.10 **AGREEMENT APPROVAL - MCCRANIE AND ASSOCIATES, INC. -** RESOLUTION 2023-63 APPROVING A PROPOSAL FROM THE CITY'S CCNA CONSULTANT MCCRANIE AND ASSOCIATES, INC. FOR WATER MAIN SEWER EXTENSIONS ON CLINCH DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the engineering and design proposal from McCranie and Associates, Inc. for water main sewer extensions on Clinch Drive.*

7.11 **AWARD OF INVITATION TO BID (ITB) 23-05 -** RESOLUTION 2023-64 AWARDING ITB 23-05 TO HAYWARD CONSTRUCTION GROUP FOR THE FABRICATION AND INSTALLATION OF THREE SECURITY GATES AT THE MARINA; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards ITB 23-05 for the fabrication and installation of three security gates at the marina to Hayward Construction Group in an amount of $10,163.*

7.12 **AUTHORIZATION TO DEFEND - ETHICS COMPLAINT -** RESOLUTION 2023-65 AUTHORIZING THE CITY ATTORNEY TO DEFEND THE CITY IN CERTAIN LITIGATION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the City Attorney to work with the City claims administrator to defend Vice Mayor David Sturges before the Florida Commission on Ethics.*

7.13 **REQUEST FOR PROPOSAL 23-07 - CITY MANAGER SEARCH FIRM -** RESOLUTION 2023-66 AWARDING REQUEST FOR PROPOSAL 23-07 FOR CITY MANAGER EXECUTIVE SEARCH SERVICES TO _____; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: The City Commission will consider proposals received from executive search firms to assist the City in conducting a search for a new City Manager and award RFP 23-07 based on their evaluations.*

8. ORDINANCE - FIRST READING

8.1 ***WASTE MANAGEMENT FRANCHISE AGREEMENT** - ORDINANCE 2023-10 REPEALING ORDINANCE 2018-10 EFFECTIVE JANUARY 14, 2024; PROVIDING A NEW EXCLUSIVE FIVE-YEAR FRANCHISE TO WASTE MANAGEMENT INC. OF FLORIDA EFFECTIVE JANUARY 15, 2024, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES AND RIGHT OF FIRST REFUSAL; PUBLIC NOTICES AND EDUCATION SERVICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND FORCE MAJUERE EVENTS; NONDISCRIMINTATION PROVISION; RATES, CHANGES, BILLING AND AUDITS; MISCELLANEOUS PROVISIONS; PUBLIC RECORDS LAW AND OBLIGATIONS;

REPEAL OF SECTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a five-year franchise agreement beginning January 15, 2024, with Waste Management Inc of Florida for solid waste and recyclables.*

8.2 ***(Legislative)*** **- FUTURE LAND USE MAP AMENDMENT - BEACH ACCESS PROPERTY, KETCH COURT AND ROBERT OLIVER AVENUE** - ORDINANCE 2023-11 ASSIGNING A FUTURE LAND USE MAP OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Land Use Category from Low Density Residential (LDR) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (MDR) to Conservation (CON) for City-owned properties on Ketch Court and Robert Oliver Avenue.*

8.3 ***(Quasi-judicial)*** **- ZONING MAP CHANGE - BEACH ACCESS PROPERTY, KETCH COURT AND ROBERT OLIVER AVENUE** - ORDINANCE 2023-12 ASSIGNING A ZONING MAP CATEGORY OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning Map from Low Density Residential (R-1) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (R-2) to Conservation (CON) for City-owned properties on Ketch Court and Robert Oliver Avenue.*

8.4 ***(Legislative)*** **- FUTURE LAND USE MAP AMENDMENT - 565 S. FLETCHER AVE, KENTUCKY AVE AND 1ST AVE -** ORDINANCE 2023-13 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Request a change in Land Use Category from Low Density Residential (LDR) to Conservation (CON) for City owned property located on S. Fletcher Ave and property located on Kentucky Ave and 1st Ave.*

8.5 ***(Quasi-judicial)*** **- ZONING MAP CHANGE - 565 S. FLETCHER AVE, KENTUCKY AVE AND 1ST AVE -** ORDINANCE 2023-14 ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Request a change in zoning from Low Density Residential (R-1) to Conservation (CON) for City owned property located on S. Fletcher Ave and property located on Kentucky Ave and 1st Ave.*

8.6 ***(Legislative)*** **- FUTURE LAND USE MAP AMENDMENT - 613 CALHOUN STREET -** ORDINANCE 2023-15 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Land Use Category from Medium Density Residential (MDR) to Public and Institutional (PI-1) for City-owned property located at 613 Calhoun Street.*

8.7 ***(Quasi-judicial)*** **- ZONING MAP CHANGE - 613 CALHOUN STREET -** ORDINANCE 2023-16 ASSIGNING A ZONING CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning from*

Medium Density Residential (R-2) to Public and Institutional (PI-1) for City-owned property located at 613 Calhoun Street.

8.8 ***(Legislative)*** **- FUTURE LAND USE MAP AMENDMENT - PROPERTIES LOCATED ON N. 14TH STREET -** ORDINANCE 2023-17 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Land Use category from High Density Residential (HDR) to Conservation (CON) for City-owned property located on N. 14th Street.*

8.9 ***(Quasi-judicial)*** **- ZONING MAP CHANGE - PROPERTIES LOCATED ON N. 14TH STREET -** ORDINANCE 2023-18 ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning category from High Density Residential (R-3) to Conservation (CON) for City-owned property located on N. 14th Street.*

8.10 ***(Quasi-judicial)*** **- VOLUNTARY ANNEXATION - 2852 BAILEY ROAD -** ORDINANCE 2023-19 ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests voluntary annexation of property located at 2852 Bailey Road totaling 0.39 acres of land, contiguous to the City limits.*

8.11 ***(Legislative)*** **- FUTURE LAND USE MAP ASSIGNMENT - 2852 BAILEY ROAD -** ORDINANCE 2023-20 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW-DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests for Future Land Use Map category of Low Density Residential, totaling 0.39 acres of land, located at 2852 Bailey Road.*

8.12 ***(Quasi-judicial)*** **- ZONING MAP ASSIGNMENT - 2852 BAILEY ROAD -** ORDINANCE 2023-21 ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests Zoning Map Change to Low Density Residential (R-1), for property totaling 0.39 acres of land, located at 2852 Bailey Road.*

9. ORDINANCE - SECOND READING

9.1 **RIGHT-OF-WAY VACATION - PORTION OF CESSNA LANE -** ORDINANCE 2023-09 APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY FOR A PORTION OF CESSNA LANE BETWEEN AIRPORT ROAD AND AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the vacation of a portion of Cessna Lane, public right-of-way totaling approximately 0.28 acres of land between Airport Road and Amelia Island Parkway.*

10. ORDINANCE - THIRD READING

10.1 ***LAND DEVELOPMENT CODE TEXT AMENDMENTS - ACCESSORY STRUCTURES AND ACCESSORY DWELLING UNITS -** ORDINANCE 2023-02 AMENDING THE LAND DEVELOPMENT CODE (LDC) AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FACADE; AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 5.01.03 (H) TO ALLOW TWELVE INCH EAVE ENCROACHMENT INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; ADDING SECTION 5.01.03 (H)(1) INCORPORATING BUILDING

HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.03(I) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amend the Land Development Code for accessory structures and accessory dwelling units.*

11. BOARD APPOINTMENTS

12. CITY MANAGER REPORTS

13. CITY ATTORNEY REPORTS

14. CITY CLERK REPORTS

15. MAYOR/COMMISSIONER COMMENTS

16. ADJOURNMENT

- 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: Proclamation
60th Annual Isle of Eight Flags Shrimp Festival

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: The attached Proclamation proclaims May 5, 2023, through May 7, 2023, the "58th Annual Isle of Eight Flags Shrimp Festival". Isle of Eight Flags Shrimp Festival Committee members will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Mark Foxworth, Interim City Manager 3/29/2023

Date: March 02, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the first Isle of Eight Flags Shrimp Festival took place in 1964 as the Shrimp Boat Races for the promotion of tourism and to recognize the City of Fernandina Beach as the Birthplace of the Modern Shrimping Industry; and

WHEREAS, the humble origins of the Shrimp Festival were an annual spring shrimp boat race, during which the shrimpers' wives served shrimp dishes. Today, Shrimp Festival is Fernandina Beach's longest standing and largest special event. The festival still embraces shrimp boats and great food, but these days locals and visitors alike enjoy many other festivities which include a parade, a pirate invasion, music, entertainment, fine art, crafts, antiques and much more; and

WHEREAS, over the last fifty-eight years, the Isle of Eight Flags Shrimp Festival has grown into a nationally recognized festival that provides a financial impact in excess of $16,000,000 to the City of Fernandina Beach, Nassau County and surrounding areas; and

WHEREAS, this year commemorates the 58th Annual Isle of Eight Flags Shrimp Festival which will be celebrated May 5, 2023, through May 7, 2023, in the beautiful downtown historic district of Fernandina Beach on pristine Amelia Island, Florida; and

WHEREAS, the all-volunteer Shrimp Festival Committee partners with the City of Fernandina Beach, area businesses and approximately fifty local non-profit organizations to encourage community volunteerism while instilling a sense of pride through working together for the benefit of the Shrimp Festival; and

WHEREAS, the Fernandina Beach City Commission hereby extends its sincere appreciation and gratitude to the Isle of Eight Flags Shrimp Festival Committee for its dedication in keeping the time-honored traditions and reminders of the shrimping industry alive, and for introducing visitors to the gracious ambiance of downtown Fernandina Beach's historic district and the beauty of the Amelia River.

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim May 5, 2023, through May 7, 2023, as the:

"58TH ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL"

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

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Bradley M. Bean
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
National Arbor Day

ITEM TYPE: Proclamations

REQUESTED ACTION: None

SYNOPSIS: The attached Proclamation recognizes April 28, 2023, as "National Arbor Day." Planning and Conservation Department Urban Forester David Neville will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director 3/24/2023
Mark Foxworth, Interim City Manager 3/29/2023

Date: March 01, 2023

Submitted By: Taylor Hartmann, Planning Technician

COMMISSION ACTION:

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; AND

WHEREAS, trees in our City increase property values, enhance the economic vitality of our business, protect us from hurricanes and storms, reduce runoff and pollution, help to recharge groundwater, reduce temperatures and cooling costs, provide exceptional wildlife habitat, and produce life-giving oxygen; AND

WHEREAS, trees are a vital renewable resource for producing paper, lumber, various chemicals, and cellulose fibers which are used in thousands of products that directly and indirectly meet human needs and enhance our economy; AND

WHEREAS, the City celebrates its 21st year as a designated Tree City USA community and its 2nd year receiving a growth award; AND

WHEREAS, "National Arbor Day" is celebrated on the last Friday of April; AND

WHEREAS, Fernandina Beach residents recognize the importance of planting, maintaining, and preserving our wonderful trees and our exceptional maritime forest;

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby proclaim Friday, **April 28, 2023**, as:

"NATIONAL ARBOR DAY"

and I urge everyone to participate in the City's National Arbor Day celebration on Friday, April 28, 2023 at the Waterfront Lots C and D at 11 am to appreciate and give thanks for our trees everyday.

IN WITNESS WHEREOF, I, Bradley M. Bean, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 18th day of April 2023.

CITY OF FERNANDINA BEACH

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Bradley M. Bean,
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
Municipal Clerks Week

ITEM TYPE: Proclamations

REQUESTED ACTION: N/A

SYNOPSIS: Attached is a Proclamation proclaiming the week of April 30 - May 6, 2023, as "Municipal Clerks Week." City Clerk Caroline Best will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Mark Foxworth, Interim City Manager 4/5/2023

Date: April 04, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, in the United States and abroad, the Municipal Clerk has existed for centuries and is the earliest known local government public servant. Prior to Biblical times they were referred to as “Reminders” or "Remembrancers” because, before writing came into use, the Clerk’s memory served as the public record; and

WHEREAS, the Municipal Clerk is the community historian, for the entire recorded history of the City and the people in her care. For this reason, Clerks remain unequivocally neutral in government affairs, conduct themselves with integrity, have unmatched professional acumen, and without fail, provide equitable service to all; and

WHEREAS, from this time-honored foundation, Municipal Clerks govern the multi-faceted functions of local government administration and services which are prescribed and defined by Charter, Statute, Code of Ordinance, and Commission directives. As such, it is difficult to fully describe a Clerk's roles and responsibilities as there are hundreds of various tasks they may fulfill in any given day; and

WHEREAS, the eminent political scientist, Professor William Bennett Munro, in writing one of the first textbooks on municipal administration, stated in part: "No other office in municipal government has so many contracts. It serves the Mayor, the City Commission, and all Administrative Departments without exception. All of them call upon it, almost daily, for some service or information. Its work is not spectacular, but it demands versatility, alertness, accuracy, and no end of patience." These words, written eighty-nine years ago, are still relevant today.

NOW, THEREFORE, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, do hereby recognize the week of April 30 through May 6, 2023, as

“Municipal Clerks Week”

and further extend appreciation to our own Municipal Clerk’s Office for the essential services they provide and their exemplary dedication to representing our community with integrity and professionalism.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

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BRADLEY M. BEAN
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: **BUDGET SUMMARY** - *Comptroller Pauline Testagrose will answer any questions regarding the budget summary for March 2023.*

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS:

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Pauline Testagrose, Comptroller

Dale Martin, City Manager

Submitted By: Pauline Testagrose, Comptroller Date: April 11, 2022

COMMISSION ACTION:

Monthly Budget Report

March 2023

Overall: This is the sixth report for the fiscal year 2022/2023 and March represents 50.0% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of March. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line-by-line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are 79.3% of the annual budget. This is due to Property Tax, and Local Business Tax receipts. Year-to-date Property Tax receipts are $16.8 million dollars or 96.0% of the budget. Local Business Taxes are paid annually and recorded in October. Specific revenue sources we are tracking are detailed below.

	22/23 Budget	Mar 23 YTD $	Mar 23 YTD %	Mar 22 YTD $	Mar 22 YTD %
Local Option Gas Tax	435,057	201,048	46.2%	207,504	56.6%
Small County Surtax	2,005,013	1,074,174	53.6%	1,073,306	52.3%
Half Cent Sales Tax	997,954	523,132	52.4%	522,919	54.6%
Franchise Fees	1,400,000	783,183	55.9%	661,595	47.3%
Total FY 22/23 Bud	**4,838,024**				
Total FY 21/22 Actual	5,566,703				
Total FY 21/22 Bud	**4,776,108**				

General Fund expenses are at 38.7% of the budget. Currently the departments over the 50.0% mark are: City Commission, City Manager, Non-Departmental and the Library. 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 Utility Tax Funds. Impact Fee revenue is a function of payments for connection to City Water and Wastewater services. The FY2022/2023 Utility Tax Fund budget increased the transfer to the General Fund due to a higher reserve balance.

Capital Improvement Funds: (300 - 330)

The Capital Improvement Fund - 300, a debt service payment was made in October on the Fire Truck. Payments and purchase orders have been issued for beach monitoring and reporting, the Tyler Executime Payroll system, police equipment, street paving and resurfacing, the Atlantic Recreation Center roof, and the Peck Center Repointing Project.

Golf Course: (410)

The transfer from Wastewater Fund to the Golf Fund for the accumulated deficit balance was recorded in October. Membership revenue is $14,950 or 9.3% higher than last March. There is a separate report for each business segment of the Golf Fund included in the Munis Report.

Airport: (420)

Expenses exceed revenues primarily due to the Transient Aircraft Apron Rehabilitation project and the Fire Station. Both projects will be completed this fiscal year with the Fire Station scheduled to be completed in May 2023.

Sanitation: (440)

Year-to-date revenues exceed expenses. 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 the transfers to the Golf Fund and the Marina Fund for the deficit balances. Wastewater Charges revenue is higher this March versus last March by $159,542 or 5.7%.

Water: (460)

Revenues exceed expenses year-to-date. Water Charges revenue is higher this fiscal year versus last fiscal year by $199,967 or 9.8%.

Stormwater: (470)

Expenses exceed revenues for the month. This is due to the timing of annual contractual payments. Revenue for Water Drainage Fees is up 2.6% this March compared to last March.

Marina: (480)

The Marina revenue (excluding Transfers) exceeded expenses for the month. The fuel system repairs are completed, and the Marina began to dispense fuel in December.

Fleet: (510)

Expenses exceed revenues for March due to equipment purchases. This fund is meant to be self-supporting.

Utility Billing and Utility Administration: (520 - 530)

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

CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2023

50.0%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	$ 17,509,048	$ 16,801,679	$ (707,369)	96.0%
Sales /Use/Fuel Taxes	2,665,070	1,275,221	(1,389,849)	47.8%
Franchise Fees	1,425,000	801,728	(623,272)	56.3%
Licenses/Permits	382,000	373,681	(8,319)	97.8%
Intergovernmental	1,668,662	807,387	(861,275)	48.4%
Charges for Services	1,750,345	900,594	(849,751)	51.5%
Fines and Forfeitures	29,500	29,333	(167)	99.4%
Other	255,921	250,800	(5,121)	98.0%
Subtotal	25,685,546	21,240,424	(4,445,122)	82.7%
Transfers/Reimbursements				
Bond Debt Service	-	6,566	6,566	0.0%
Utility Tax	2,500,000	1,250,002	(1,249,998)	50.0%
Wastewater	360,000	180,000	(180,000)	50.0%
Water	180,000	90,000	(90,000)	50.0%
Total Revenues (excluding cash balance)	28,725,546	22,766,992	(5,958,554)	79.3%
EXPENDITURES:				
City Commission	262,075	149,769	112,306	57.1%
City Clerk	667,839	302,993	364,846	45.4%
City Manager	785,648	432,116	353,532	55.0%
Finance	833,558	420,762	412,796	50.5%
Information and Technology	915,578	430,010	485,568	47.0%
Human Resources	410,207	199,063	211,144	48.5%
City Attorney	431,289	180,495	250,794	41.9%
Planning	971,795	381,024	590,771	39.2%
Facility Maintenance	859,867	394,321	465,546	45.9%
Police	6,548,443	2,944,185	3,604,258	45.0%
Police - Beach Rangers	124,314	40,449	83,865	32.5%
Fire	5,448,880	2,398,343	3,050,537	44.0%
Fire - Ocean Rescue	663,146	151,616	511,530	22.9%
Streets	1,898,742	900,154	998,588	47.4%
Downtown	157,665	39,188	118,477	24.9%
Public Assistance	130,000	45,705	84,295	35.2%
Library	57,765	18,403	39,362	31.9%
Recreation	1,375,392	536,564	838,828	39.0%
Parks	1,780,836	773,197	1,007,639	43.4%
Peck	442,686	157,819	284,867	35.7%
MLK Center	246,788	66,014	180,774	26.7%
Youth	360,509	119,976	240,533	33.3%
Aquatics	538,046	166,706	371,340	31.0%
Non-Departmental	261,207	148,154	113,053	56.7%
Contingency	7,271	0	7,271	0.0%
Transfers				
Capital Improvements	3,911,803	1,906,999	2,004,804	48.7%
Golf	135,000	67,500	67,500	50.0%
Airport	297,420	148,710	148,710	50.0%
Sanitation	40,000	20,002	19,998	50.0%
Marina	726,101	363,047	363,054	50.0%
Subtotal	31,289,870	13,903,283	17,386,587	44.4%
Encumbrances - All Departments		279,958	(279,958)	
Reserves	5,329,453	-	5,329,453	
Total Expenditures (including Encumbrances)	36,619,323	14,183,241	22,436,082	38.7%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,893,777)	8,583,751	16,477,528	
Fund Balance, October 1, 2022 (Cash Balance)				
Unrestricted	7,893,777	7,893,777	-	
Fund Balance, March 31, 2023	$ -	$ 16,477,528	$ 16,477,528	

CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2023

50.0%

SPECIAL REVENUE FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES					
100	Law Enforcement Trust (LETF)	$ 2,825	$ 708	$ (2,117)	25.1%
110	Federal Forfeiture	48,021	2,450	(45,571)	5.1%
125	Tree Trust	360,660	56,035	(304,625)	15.5%
126	Historic District (HDC)	46,185	12,342	(33,843)	26.7%
130	CDBG - Economic Development	106,113	452	(105,661)	0.4%
135	Land Conservation Trust	153,116	83,471	(69,645)	54.5%
140	Building Fees Fund	4,282,856	691,036	(3,591,820)	16.1%
145	Wastewater Impact Fees	1,574,584	218,176	(1,356,408)	13.9%
146	Water Impact Fees	29,650	79,883	50,233	269.4%
150	Utility Tax	3,295,226	1,052,612	(2,242,614)	31.9%
170	Cemetery	1,489,461	179,326	(1,310,135)	12.0%
180	Community Redevelopment Area	1,282,266	4,616	(1,277,650)	0.4%
190	Law Enforcement Recovery	378,689	114,336	(264,353)	30.2%
	Total Revenues	$ 13,049,652	$ 2,495,443	$ (10,554,209)	19.1%
EXPENDITURES:					
100	Law Enforcement Trust (LETF)	$ 2,825	-	$ 2,825	0.0%
110	Federal Forfeiture	48,021	11,484	36,537	23.9%
125	Tree Trust	360,660	25,456	335,204	7.1%
126	Historic District (HDC)	46,185	-	46,185	0.0%
130	CDBG - Economic Development	106,113	-	106,113	0.0%
135	Land Conservation Trust	153,116	87,708	65,408	57.3%
140	Building Fees Fund	4,282,856	643,228	3,639,628	15.0%
145	Wastewater Impact Fees	1,574,584	249,998	1,324,586	15.9%
146	Water Impact Fees	29,650	12,502	17,148	42.2%
150	Utility Tax	3,295,226	1,250,002	2,045,224	37.9%
170	Cemetery	1,489,461	54,535	1,434,926	3.7%
180	Community Redevelopment Area	1,282,266	238,440	1,043,826	18.6%
190	Law Enforcement Recovery	378,689	15,643	363,047	4.1%
	Total Expenditures	$ 13,049,652	$ 2,588,996	$ 10,460,657	19.8%

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

CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2023

50.0%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	$ 7,307,572	$ 1,956,760	$ (5,350,812)	26.8%
	Expenses				
	General Government	$ 1,022,977	124,298	898,679	12.2%
	Information Technology	125,000	8,024	116,976	6.4%
	Police	-	-	-	0.0%
	Fire	417,000	30,200	386,800	7.2%
	Streets	1,140,644	738,795	401,849	64.8%
	Recreation	1,881,701	35,000	1,846,701	1.9%
	Parks	1,030,000	73,505	956,495	7.1%
	Peck	1,565,250	589,092	976,158	37.6%
	MLK	125,000	-	125,000	0.0%
	Subtotal	7,307,572	1,598,913	5,708,659	21.9%
	Net Revenues(Expenses)	$ -	$ 357,847	$ (357,847)	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	$ 85,000	$ 35,410	$ (49,590)	41.7%
	Admin	1,431,510	88,792	(1,342,718)	6.2%
	Police	469,934	72,156	(397,778)	15.4%
	Fire	719,416	52,914	(666,502)	7.4%
	Sanitation	-	-	-	0.0%
	Recreation	3,794,450	397,028	(3,397,422)	10.5%
	Subtotal	6,500,310	646,300	(5,854,010)	9.9%
	Expenses				
	Admin	$ 1,437,545	$ -	$ 1,437,545	0.0%
	Police	471,747	-	$ 471,747	0.0%
	Fire	722,314	274,358	$ 447,956	38.0%
	Recreation	3,868,704	-	$ 3,868,704	0.0%
	Subtotal	6,500,310	274,358	6,225,952	4.2%
	Net Revenues(Expenses)	$ -	$ 371,942	$ 371,942	0.0%
315	American Rescue Plan Act Capital Fund (ARPA)				
	Revenues				
	State Grant	$ -	$ -	$ -	0.0%
	Other Grant	-	-	-	0.0%
	Interest	5,000	19,513	14,513	390.3%
	From General Fund	-	-	-	0.0%
	Cash Balance Forward	3,965,299	-	(3,965,299)	0.0%
	Subtotal	3,970,299	19,513	(3,950,786)	0.5%
	Expenses				
	Operating	$ -	$ -	$ -	0.0%
	Admin	$ 3,970,299	$ 849,786	$ 3,120,513	21.4%
	Airport	-	-	-	0.0%
	Stormwater	-	-	-	0.0%
	Marina	-	-	-	0.0%
	Recreation	-	-	-	0.0%
	Subtotal	3,970,299	849,786	3,120,513	21.4%
	Net Revenues(Expenses)	$ -	$ (830,273)	$ (830,273)	0.0%
330	Wastewater Improvement				
	Revenues	$ 9,734,266	$ 300,212	$ (9,434,054)	3.1%
	Expenses	9,734,266	83,394	9,650,872	0.9%
	Net Revenues(Expenses)	$ -	$ 216,818	$ 216,818	0.0%

CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH MARCH 31, 2023

50.0%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	$ 2,035,730	$ 1,067,372	$ (968,358)	52.4%
Operating Expense*	1,911,496	871,000	1,040,496	45.6%
Operating Income (Loss)	124,234	196,372	72,138	158.1%
Non Operating Income (Expense) & Transfers	1,495,208	1,440,077	(55,131)	96.3%
Change in Net Position	$ 1,619,442	$ 1,636,448	$ 17,006	101.1%
Airport Fund 420				
Operating Revenues	$ 956,540	$ 495,966	$ (460,574)	51.9%
Operating Expense*	687,471	268,783	418,688	39.1%
Operating Income (Loss)	269,069	227,183	(41,886)	84.4%
Non Operating Income (Expense) & Transfers	2,637,745	1,872,166	(765,579)	71.0%
Change in Net Position	$ 2,906,814	$ 2,099,349	$ (807,465)	72.2%
Sanitation Fund 440				
Operating Revenues	$ 3,236,536	$ 1,732,322	$ (1,504,214)	53.5%
Operating Expense*	3,266,103	1,353,733	1,912,370	41.4%
Operating Income (Loss)	(29,567)	378,589	408,156	-1280.4%
Non Operating Income (Expense) & Transfers	144,000	76,984	(67,016)	53.5%
Change in Net Position	$ 114,433	$ 455,573	$ 341,140	398.1%
Wastewater Fund 450				
Operating Revenues	$ 5,921,250	$ 3,068,123	$ (2,853,127)	51.8%
Operating Expense*	3,351,751	1,458,446	1,893,305	43.5%
Operating Income (Loss)	2,569,499	1,609,677	(959,822)	62.6%
Non Operating Income (Expense) & Transfers	(5,981,224)	(5,173,177)	808,047	86.5%
Change in Net Position	$ (3,411,725)	$ (3,563,500)	$ (151,775)	104.4%
Water Fund 460				
Operating Revenues	$ 4,687,073	$ 2,362,693	$ (2,324,380)	50.4%
Operating Expense*	3,200,936	1,272,465	1,928,471	39.8%
Operating Income (Loss)	1,486,137	1,090,228	(395,909)	73.4%
Non Operating Income (Expense) & Transfers	(1,451,108)	(672,886)	778,222	46.4%
Change in Net Position	$ 35,029	$ 417,342	$ 382,313	1191.4%
Stormwater Fund 470				
Operating Revenues	$ 925,000	$ 462,753	$ (462,247)	50.0%
Operating Expense*	973,056	337,547	635,509	34.7%
Operating Income (Loss)	(48,056)	125,206	173,262	-260.5%
Non Operating Income (Expense) & Transfers	659,053	(116,572)	(775,625)	-17.7%
Change in Net Position	$ 610,997	$ 8,634	$ (602,363)	1.4%
Marina Fund 480				
Operating Revenues	$ 4,113,135	$ 1,087,209	$ (3,025,926)	26.4%
Operating Expense*	3,217,058	968,021	2,249,037	30.1%
Operating Income (Loss)	896,077	119,187	(776,890)	13.3%
Non Operating Income (Expense) & Transfers	3,015,378	3,259,118	243,740	108.1%
Change in Net Position	$ 3,911,455	$ 3,378,306	$ (533,149)	86.4%

*Does not include Depreciation Expense and Encumbrances.

Capital Outlay by Fund				
Golf Course Fund 410	$ 202,026	$ 65,441	$ 136,585	32.4%
Airport Fund 420	5,390,740	2,892,633	$ 2,498,107	53.7%
Sanitation Fund 440	199,999	189,999	10,000	95.0%
Wastewater Fund 450	2,143,414	1,172,648	970,766	54.7%
Water Fund 460	2,455,357	568,285	1,887,072	23.1%
Stormwater Fund 470	2,203,633	61,598	2,142,035	2.8%
Marina Fund 480	50,000	-	50,000	0.0%
Total Enterprise Funds	$ 12,645,169	$ 4,950,603	$ 7,694,566	39.2%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND								
001 31110	PROPERTY TAXES	-17,509,048.00	-17,509,048.00	-16,801,679.32	-195,086.98	0.00	-707,368.68	96.0%
001 31240	LOCAL OPTION GAS TAX	-435,057.00	-435,057.00	-201,047.57	-32,032.06	0.00	-234,009.43	46.2%
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	-2,005,013.00	-2,005,013.00	-1,074,173.89	-146,508.01	0.00	-930,839.11	53.6%
001 31610	LOCAL BUSINESS TAX	-160,000.00	-160,000.00	-186,092.89	-2,755.50	0.00	26,092.89	116.3%
001 31620	LOCAL BUSINESS TAX - PENALTIES	-50.00	-50.00	-8,578.58	-1,513.50	0.00	8,528.58	17157.2%
001 31630	LOCAL BUSINESS TAX-OTHER FEES	-3,000.00	-3,000.00	-1,942.50	-105.00	0.00	-1,057.50	64.8%
001 31640	LOCAL BUSINESS TAX-PAST DUE FE	-2,000.00	-2,000.00	-496.68	-50.08	0.00	-1,503.32	24.8%
001 32204	BUILDING PERMIT-DRIVEWAY	-6,000.00	-6,000.00	-1,120.00	-315.00	0.00	-4,880.00	18.7%
001 32218	CLEARING/EXCAVATE-PERMITS	-25,000.00	-25,000.00	-7,467.00	-1,752.00	0.00	-17,533.00	29.9%
001 32310	FRANCHISE FEES ELECTRIC	-1,400,000.00	-1,400,000.00	-783,183.06	-133,669.78	0.00	-616,816.94	55.9%
001 32340	FRANCHISE FEES GAS	-25,000.00	-25,000.00	-18,545.33	-4,623.95	0.00	-6,454.67	74.2%
001 32900	CODE ENFORCEMENT FEES & FINES	-25,000.00	-25,000.00	-964.62	-369.52	0.00	-24,035.38	3.9%
001 32901	ZONING PLAN REVIEW	-65,000.00	-65,000.00	-51,000.00	-9,950.00	0.00	-14,000.00	78.5%
001 32915	ANNEXATION APP FEE	-2,000.00	-2,000.00	-1,200.00	0.00	0.00	-800.00	60.0%
001 32916	BOA APP FEES-COMMERCIAL	-2,500.00	-2,500.00	-5,000.00	0.00	0.00	2,500.00	200.0%
001 32917	BOA APP FEES-RESIDENTIAL	-8,500.00	-8,500.00	-2,813.00	0.00	0.00	-5,687.00	33.1%
001 32918	ZONING CERTIFICATION FEE	-2,750.00	-2,750.00	-800.00	-200.00	0.00	-1,950.00	29.1%
001 32920	CDD COPIES MADE FEE	-50.00	-50.00	-5.25	0.00	0.00	-44.75	10.5%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32921	COMP PLAN AMEND APP FEE						
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926	PLAT APPROVAL APP FEE						
	-3,850.00	-3,850.00	-4,500.00	0.00	0.00	650.00	116.9%
001 32928	REZONING APP FEE						
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%
001 32929	SITE PLAN REVIEW APP FEE						
	-24,300.00	-24,300.00	-21,800.00	0.00	0.00	-2,500.00	89.7%
001 32932	DUE DILIGENCE						
	-750.00	-750.00	-500.00	0.00	0.00	-250.00	66.7%
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	-900.00	0.00	0.00	100.00	112.5%
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	-700.00	0.00	0.00	-2,900.00	19.4%
001 32980	OTHER MISC PERMITS						
	0.00	0.00	-200.00	0.00	0.00	200.00	100.0%
001 32981	SPECIAL EVENT PERMITS						
	-2,500.00	-2,500.00	-7,305.00	-250.00	0.00	4,805.00	292.2%
001 32982	SPECIAL BANNER PERMITS						
	-2,000.00	-2,000.00	-1,885.00	-305.00	0.00	-115.00	94.3%
001 32992	FIRE MARSHAL FEES						
	-35,000.00	-35,000.00	-68,170.60	-26,781.60	0.00	33,170.60	194.8%
001 32995	ADDRESS ASSIGNMENT						
	-400.00	-400.00	-240.00	-60.00	0.00	-160.00	60.0%
001 33350	HALF-CENT SALES TAX						
	-997,954.00	-997,954.00	-523,132.18	-83,041.22	0.00	-474,821.82	52.4%
001 33400	STATE GRANT						
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 33512	STATE REVENUE SHARING PROCEED						
	-345,437.00	-345,437.00	-159,293.75	-26,548.96	0.00	-186,143.25	46.1%
001 33514	MOBILE HOME TAX						
	-800.00	-800.00	-493.49	-47.00	0.00	-306.51	61.7%
001 33515	ALCOHOLIC BEV LICENSE						
	-23,000.00	-23,000.00	-24,839.08	0.00	0.00	1,839.08	108.0%
001 33522	FIREFIGHTERS SUPPLEMENT						
	-10,000.00	-10,000.00	-6,840.00	-3,420.00	0.00	-3,160.00	68.4%
001 33720	SCHOOL RESOURCE OFFICER						
	-178,346.00	-178,346.00	-92,788.89	-14,033.03	0.00	-85,557.11	52.0%
001 33721	DEA REIMBURSEMENT						
	-13,125.00	-13,125.00	0.00	0.00	0.00	-13,125.00	.0%

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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33722	NASSAU COUNTY OCEAN RESCUE						
	-181,787.00	-181,787.00	-12,382.68	0.00	0.00	-169,404.32	6.8%
001 33910	OCEAN,HIGHWAY AND PRT AUTHORIT						
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34140	REIMBURSEMENT FOR LEGAL EXP						
	-10,500.00	-10,500.00	0.00	0.00	0.00	-10,500.00	.0%
001 34260	AMBULANCE SERVICES						
	-589,958.00	-589,958.00	-404,221.10	-73,341.54	0.00	-185,736.90	68.5%
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	-124,256.04	-16,643.50	0.00	-225,743.96	35.5%
001 34701	TRUST ACTIVITIES TAXABLE						
	-43,000.00	-43,000.00	-27,005.75	-4,767.34	0.00	-15,994.25	62.8%
001 34702	PARKS TRUST NON-TAXABLE						
	-12,000.00	-12,000.00	-10,993.00	-1,140.00	0.00	-1,007.00	91.6%
001 34703	PARKS TRUST TAXABLE						
	-8,000.00	-8,000.00	-7,841.20	-1,019.00	0.00	-158.80	98.0%
001 34704	RENTALS NON-TAXABLE						
	-4,000.00	-4,000.00	-4,927.50	-200.00	0.00	927.50	123.2%
001 34705	SOFTBALL COMPLEX						
	-100.00	-100.00	-55.00	0.00	0.00	-45.00	55.0%
001 34720	RENTALS						
	-5,000.00	-5,000.00	-2,563.63	0.00	0.00	-2,436.37	51.3%
001 34721	PECK RENTS						
	-3,000.00	-3,000.00	-1,076.00	-210.00	0.00	-1,924.00	35.9%
001 34722	PECK RENTS NON-TAXABLE						
	-25,000.00	-25,000.00	-15,526.76	-3,985.05	0.00	-9,473.24	62.1%
001 34723	PECK TRUST TAXABLE						
	-10,000.00	-10,000.00	-8,828.17	-1,150.73	0.00	-1,171.83	88.3%
001 34724	PECK TRUST NON-TAXABLE						
	-10,000.00	-10,000.00	-3,805.00	-551.00	0.00	-6,195.00	38.1%
001 34725	MLK RENTS						
	-4,500.00	-4,500.00	-1,690.00	-450.00	0.00	-2,810.00	37.6%
001 34726	MLK RENTS NON-TAXABLE						
	-1,000.00	-1,000.00	-1,200.00	-450.00	0.00	200.00	120.0%
001 34728	MLK TRUST NON-TAXABLE						
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 34730	YOUTH TRUST ACTIVITIES						
	-14,000.00	-14,000.00	-11,371.00	-11,371.00	0.00	-2,629.00	81.2%
001 34731	YOUTH CAMPS						
	-290,000.00	-290,000.00	-184,847.23	-47,538.85	0.00	-105,152.77	63.7%
001 34740	AQUATICS TRUST TAXABLE						
	-12,000.00	-12,000.00	-4,180.00	0.00	0.00	-7,820.00	34.8%

City of Fernandina Beach
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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34741	AQUATICS TRUST NON-TAXABLE						
	-100,000.00	-100,000.00	-41,772.00	-12,228.00	0.00	-58,228.00	41.8%
001 34742	SWIMMING POOLS						
	-60,000.00	-60,000.00	-30,101.47	-5,916.85	0.00	-29,898.53	50.2%
001 34743	SWIMMING POOLS NON-TAXABLE						
	-12,000.00	-12,000.00	-1,000.00	0.00	0.00	-11,000.00	8.3%
001 34745	GREENWAY						
	-1,000.00	-1,000.00	-950.00	-610.00	0.00	-50.00	95.0%
001 35100	COURT CASES GENERAL FUND						
	-8,500.00	-8,500.00	-6,993.65	-538.13	0.00	-1,506.35	82.3%
001 35115	PARKING TICKETS						
	-15,000.00	-15,000.00	-18,335.00	-2,335.00	0.00	3,335.00	122.2%
001 35116	POLICE CITATIONS						
	0.00	0.00	-330.00	-30.00	0.00	330.00	100.0%
001 35120	POLICE EDUCATION						
	-1,200.00	-1,200.00	-675.72	-113.13	0.00	-524.28	56.3%
001 35911	FINGERPRINT-ACCI-INC REPORT						
	-4,800.00	-4,800.00	-2,998.23	-438.90	0.00	-1,801.77	62.5%
001 36110	INTEREST						
	-110,000.00	-110,000.00	-147,761.76	-30,188.92	0.00	37,761.76	134.3%
001 36120	UNREALIZED GAIN						
	0.00	0.00	3,909.24	-1,770.24	0.00	-3,909.24	100.0%
001 36210	RENTS						
	-3,500.00	-3,500.00	-244.14	-244.14	0.00	-3,255.86	7.0%
001 36215	RENTS NON-TAXABLE						
	-23,800.00	-23,800.00	-14,817.70	-2,281.31	0.00	-8,982.30	62.3%
001 36800	CAPITAL CONTRIBUTION						
	0.00	0.00	-35,000.00	0.00	0.00	35,000.00	100.0%
001 36990	OTHER REVENUE						
	-35,851.00	-35,851.00	-51,448.07	-4,600.52	0.00	15,597.07	143.5%
001 36992	GAIN ON SALE OF ASSET						
	0.00	0.00	-100.00	-100.00	0.00	100.00	100.0%
001 36995	LATE FEES						
	0.00	0.00	-104.96	0.00	0.00	104.96	100.0%
001 36996	REVENUE-GARNISHMENT FEE						
	-100.00	-100.00	-87.00	-12.00	0.00	-13.00	87.0%
001 36998	STATE OF FLORIDA - FDOT						
	-65,170.00	-65,170.00	0.00	0.00	0.00	-65,170.00	.0%
001 36999	HDC TRUST FUND						
	0.00	0.00	-357.41	0.00	0.00	357.41	100.0%
001 38215	FROM UTILITY TAX						
	-2,500,000.00	-2,500,000.00	-1,250,002.00	-208,333.00	0.00	-1,249,998.00	50.0%
001 38220	FROM BOND DEBT SERVICE						
	0.00	0.00	-6,565.54	0.00	0.00	6,565.54	100.0%

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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38245	FROM WASTEWATER OPERATIONS						
	-360,000.00	-360,000.00	-180,000.00	-30,000.00	0.00	-180,000.00	50.0%
001 38246	FROM WATER OPERATIONS						
	-180,000.00	-180,000.00	-90,000.00	-15,000.00	0.00	-90,000.00	50.0%
001 38910	CASH BALANCE FORWARD						
	-7,893,777.00	-7,893,777.00	0.00	0.00	0.00	-7,893,777.00	.0%
TOTAL GENERAL FUND							
	-36,612,323.00	-36,612,323.00	-22,762,203.15	-1,160,976.34	0.00	-13,850,119.85	62.2%
TOTAL REVENUES							
	-36,612,323.00	-36,612,323.00	-22,762,203.15	-1,160,976.34	0.00	-13,850,119.85	
0011310 INFORMATION TECHNOLOGY							
0011310 36993	YOUTH ADVISORY COMM DONATIONS						
	0.00	0.00	-1,317.00	0.00	0.00	1,317.00	100.0%
TOTAL INFORMATION TECHNOLOGY							
	0.00	0.00	-1,317.00	0.00	0.00	1,317.00	100.0%
TOTAL REVENUES							
	0.00	0.00	-1,317.00	0.00	0.00	1,317.00	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,000.00	-7,000.00	-3,471.49	-317.24	0.00	-3,528.51	49.6%
TOTAL FIRE							
	-7,000.00	-7,000.00	-3,471.49	-317.24	0.00	-3,528.51	49.6%
TOTAL REVENUES							
	-7,000.00	-7,000.00	-3,471.49	-317.24	0.00	-3,528.51	
GRAND TOTAL							
	-36,619,323.00	-36,619,323.00	-22,766,991.64	-1,161,293.58	0.00	-13,852,331.36	62.2%

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Revenue	Amount	% Used
Revised Budget	($36,619,323.00)	62.2%
Less: Cash Balance Forward		
38910	7,893,777.00	
38911	.00	
Revised Budget excluding Cash	($28,725,546.00)	
YTD Actual Revenue	($21,605,698.06)	79.3%

Revised Budget excluding Cash	($28,725,546.00)
Less: YTD Expenditures	13,903,282.99
Net (Revenues) Expenditures	($14,822,263.01)

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100	CITY COMMISSION						
	272,325.00	262,075.00	149,768.60	38,848.00	6,962.32	105,344.08	59.8%
0011200	CITY CLERK						
	647,589.00	667,839.00	302,993.00	49,523.50	0.00	364,846.00	45.4%
0011210	CITY MANAGER						
	785,648.00	785,648.00	432,115.86	141,042.23	24,362.00	329,170.14	58.1%
0011300	FINANCE						
	833,558.00	833,558.00	420,762.34	72,409.81	0.00	412,795.66	50.5%
0011310	INFORMATION TECHNOLOGY						
	925,578.00	915,578.00	430,010.11	71,753.79	18,201.51	467,366.38	49.0%
0011350	HUMAN RESOURCES						
	410,207.00	410,207.00	199,063.42	27,974.13	0.00	211,143.58	48.5%
0011400	CITY ATTORNEY						
	423,746.00	431,289.00	180,494.71	32,258.77	0.00	250,794.29	41.9%
0011500	PLANNING						
	971,795.00	971,795.00	381,023.75	57,073.86	1,350.00	589,421.25	39.3%
0011910	NON DEPARTMENTAL						
	261,207.00	261,207.00	148,153.98	17,424.87	0.00	113,053.02	56.7%
0011930	FACILITIES MAINTENANCE						
	859,867.00	859,867.00	394,321.38	64,739.35	0.00	465,545.62	45.9%
0012100	POLICE						
	6,518,443.00	6,548,443.00	2,944,184.84	464,441.90	61,450.46	3,542,807.70	45.9%
0012101	POLICE RANGERS						
	124,314.00	124,314.00	40,449.11	5,091.03	0.00	83,864.89	32.5%
0012200	FIRE						
	5,448,880.00	5,448,880.00	2,398,343.04	370,199.23	26,403.77	3,024,133.19	44.5%
0012201	FIRE OCEAN RESCUE						
	663,146.00	663,146.00	151,615.73	35,859.51	7,311.39	504,218.88	24.0%
0012400	BUILDING / PERMITTING						
	0.00	0.00	0.00	0.00	320.19	-320.19	100.0%
0014100	STREETS						
	1,898,742.00	1,898,742.00	900,153.91	114,914.28	600.00	997,988.09	47.4%
0015200	DOWNTOWN						
	157,665.00	157,665.00	39,187.79	7,231.59	0.00	118,477.21	24.9%
0015640	PUBLIC ASSISTANCE						
	130,000.00	130,000.00	45,704.93	18,768.35	0.00	84,295.07	35.2%
0017100	LIBRARY						
	57,765.00	57,765.00	18,402.59	4,317.86	12,430.00	26,932.41	53.4%
0017200	RECREATION						
	1,352,592.00	1,375,392.00	536,564.31	67,300.91	22,800.00	816,027.69	40.7%
0017210	PARKS						
	1,726,636.00	1,780,836.00	773,197.01	114,196.99	72,300.05	935,338.94	47.5%
0017220	PECK						
	442,686.00	442,686.00	157,818.51	25,470.84	0.00	284,867.49	35.7%

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0017225 MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER	246,788.00	246,788.00	66,014.13	15,778.89	0.00	180,773.87	26.7%
0017230 YOUTH	360,509.00	360,509.00	119,975.63	10,762.63	0.00	240,533.37	33.3%
0017240 AQUATICS	547,246.00	538,046.00	166,706.31	32,377.00	25,466.20	345,873.49	35.7%
0018100 INTERFUND TRANSFERS OUT	5,208,124.00	5,110,324.00	2,506,258.00	434,011.00	0.00	2,604,066.00	49.0%
0018200 CONTINGENCIES	14,814.00	7,271.00	0.00	0.00	0.00	7,271.00	.0%
0018300 RESERVES	5,329,453.00	5,329,453.00	0.00	0.00	0.00	5,329,453.00	.0%
GRAND TOTAL	36,619,323.00	36,619,323.00	13,903,282.99	2,293,770.32	279,957.89	22,436,082.12	38.7%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35120 SEIZED CONTRABAND	0.00	0.00	-695.00	0.00	0.00	695.00	100.0%
100 36110 INTEREST	-22.00	-22.00	-13.15	-2.62	0.00	-8.85	59.8%
100 38910 CASH BALANCE FORWARD	-2,803.00	-2,803.00	0.00	0.00	0.00	-2,803.00	.0%
100 59990 RESERVE	2,825.00	2,825.00	0.00	0.00	0.00	2,825.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-708.15	-2.62	0.00	708.15	100.0%
TOTAL REVENUES	-2,825.00	-2,825.00	-708.15	-2.62	0.00	-2,116.85	
TOTAL EXPENSES	2,825.00	2,825.00	0.00	0.00	0.00	2,825.00	
GRAND TOTAL	0.00	0.00	-708.15	-2.62	0.00	708.15	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121 SEIZED CONTRABAND	-2,500.00	-2,500.00	-2,196.50	0.00	0.00	-303.50	87.9%
110 36110 INTEREST	-300.00	-300.00	-253.16	-44.46	0.00	-46.84	84.4%
110 38910 CASH BALANCE FORWARD	-45,221.00	-45,221.00	0.00	0.00	0.00	-45,221.00	.0%
110 55200 OPERATING SUPPLIES	10,000.00	10,000.00	435.97	0.00	0.00	9,564.03	4.4%
110 56400 MACH/EQUIP	15,000.00	15,000.00	11,048.28	0.00	0.00	3,951.72	73.7%
110 56401 EQUIP-NON CAPITAL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
110 59990 RESERVE	18,021.00	18,021.00	0.00	0.00	0.00	18,021.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	9,034.59	-44.46	0.00	-9,034.59	100.0%
TOTAL REVENUES	-48,021.00	-48,021.00	-2,449.66	-44.46	0.00	-45,571.34	
TOTAL EXPENSES	48,021.00	48,021.00	11,484.25	0.00	0.00	36,536.75	
GRAND TOTAL	0.00	0.00	9,034.59	-44.46	0.00	-9,034.59	100.0%

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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219 TREE TRUST FUND RESERVE	-130,000.00	-130,000.00	-53,975.00	-13,450.00	0.00	-76,025.00	41.5%
125 36110 INTEREST	-1,400.00	-1,400.00	-2,059.95	-373.04	0.00	659.95	147.1%
125 38910 CASH BALANCE FORWARD	-229,260.00	-229,260.00	0.00	0.00	0.00	-229,260.00	.0%
125 51200 SALARIES	18,776.00	18,776.00	9,132.62	1,633.50	0.00	9,643.38	48.6%
125 52100 FICA	1,308.00	1,308.00	639.55	114.30	0.00	668.45	48.9%
125 52200 RETIREMENT	3,769.00	3,769.00	1,972.65	352.84	0.00	1,796.35	52.3%
125 52300 HEALTH INSUR	6,828.00	6,828.00	2,147.37	357.88	0.00	4,680.63	31.4%
125 52301 LIFE INSUR	96.00	96.00	36.43	6.23	0.00	59.57	37.9%
125 52400 WORKERS' COMP	336.00	336.00	168.00	28.00	0.00	168.00	50.0%
125 53100 PROFESSIONAL SERVICES	103,500.00	103,500.00	0.00	0.00	0.00	103,500.00	.0%
125 54970 PROGRAM COSTS	118,700.00	118,700.00	11,309.30	0.00	0.00	107,390.70	9.5%
125 55200 OPERATING SUPPLIES	63,750.00	63,750.00	49.80	0.00	0.00	63,700.20	.1%
125 56400 EQUIPMENT	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
125 59990 RESERVE	28,597.00	28,597.00	0.00	0.00	0.00	28,597.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND	0.00	0.00	-30,579.23	-11,330.29	0.00	30,579.23	100.0%
TOTAL REVENUES	-360,660.00	-360,660.00	-56,034.95	-13,823.04	0.00	-304,625.05	
TOTAL EXPENSES	360,660.00	360,660.00	25,455.72	2,492.75	0.00	335,204.28	
GRAND TOTAL	0.00	0.00	-30,579.23	-11,330.29	0.00	30,579.23	100.0%

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	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	-6,415.00	-650.00	0.00	-5,585.00	53.5%
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	-405.94	-75.37	0.00	405.94	100.0%
126 36990 OTHER REVENUE	0.00	0.00	-3,020.83	-3,020.83	0.00	3,020.83	100.0%
126 38910 CASH BALANCE FORWARD	-32,485.00	-32,485.00	0.00	0.00	0.00	-32,485.00	.0%
126 53100 PROFESSIONAL SERVICES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
126 54970 PROGRAM COSTS	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	.0%
126 59990 RESERVE	11,935.00	11,935.00	0.00	0.00	0.00	11,935.00	.0%
TOTAL HDC SPECIAL REVENUE FUND	0.00	0.00	-12,341.77	-3,746.20	0.00	12,341.77	100.0%
TOTAL REVENUES	-46,185.00	-46,185.00	-12,341.77	-3,746.20	0.00	-33,843.23	
TOTAL EXPENSES	46,185.00	46,185.00	0.00	0.00	0.00	46,185.00	
GRAND TOTAL	0.00	0.00	-12,341.77	-3,746.20	0.00	12,341.77	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110	INTEREST						
	-500.00	-500.00	-451.57	-79.64	0.00	-48.43	90.3%
130 38910	CASH BALANCE FORWARD						
	-106,113.00	-106,113.00	0.00	0.00	0.00	-106,113.00	.0%
130 56300	IMPROVEMENTS						
	106,613.00	106,613.00	0.00	0.00	0.00	106,613.00	.0%
TOTAL CDBG ECON DEV							
	0.00	0.00	-451.57	-79.64	0.00	451.57	100.0%
	TOTAL REVENUES						
	-106,613.00	-106,613.00	-451.57	-79.64	0.00	-106,161.43	
	TOTAL EXPENSES						
	106,613.00	106,613.00	0.00	0.00	0.00	106,613.00	
	GRAND TOTAL						
	0.00	0.00	-451.57	-79.64	0.00	451.57	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110 INTEREST	-1,500.00	-1,500.00	-639.07	-111.20	0.00	-860.93	42.6%
135 36800 CAPITAL CONTRIBUTION	0.00	0.00	-82,831.50	0.00	0.00	82,831.50	100.0%
135 38910 CASH BALANCE FORWARD	-151,616.00	-151,616.00	0.00	0.00	0.00	-151,616.00	.0%
135 53100 PROFESSIONAL SERVICES	0.00	1,000.00	1,000.00	0.00	0.00	0.00	100.0%
135 54700 PRINTING	0.00	7,800.00	3,876.90	3,876.90	0.00	3,923.10	49.7%
135 56100 LAND	153,116.00	144,316.00	82,831.50	0.00	0.00	61,484.50	57.4%
TOTAL LAND CONSERVATION TRUST	0.00	0.00	4,237.83	3,765.70	0.00	-4,237.83	100.0%
TOTAL REVENUES	-153,116.00	-153,116.00	-83,470.57	-111.20	0.00	-69,645.43	
TOTAL EXPENSES	153,116.00	153,116.00	87,708.40	3,876.90	0.00	65,407.60	
GRAND TOTAL	0.00	0.00	4,237.83	3,765.70	0.00	-4,237.83	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140	BUILDING FEES FUND							
140	32200 BUILDING PERMITS	-577,610.00	-577,610.00	-621,162.80	-152,279.80	0.00	43,552.80	107.5%
140	32202 BUILDING PERMIT-CONSTRUCTION	-229,048.00	-229,048.00	-100.00	0.00	0.00	-228,948.00	.0%
140	32203 BUILDING PERMIT-DEMOLITION	-5,500.00	-5,500.00	-1,290.00	-176.00	0.00	-4,210.00	23.5%
140	32206 BUILDING PERMIT-AFTER THE FACT	-5,862.00	-5,862.00	-740.00	-220.00	0.00	-5,122.00	12.6%
140	32207 BUILDING PERMIT-REINSPECTION	-3,500.00	-3,500.00	-6,855.00	-950.00	0.00	3,355.00	195.9%
140	32208 BUILDING PERMIT-2ND REINSPECT	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.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	-1,176.00	-555.00	0.00	-633.00	65.0%
140	32905 ELECTRICAL PERMITS-GENERAL	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
140	32906 ELECTRICAL PERMITS-TEMPORARY P	-8,500.00	-8,500.00	-3,450.00	-675.00	0.00	-5,050.00	40.6%
140	32908 GAS PERMITS-GENERAL	-14,000.00	-14,000.00	-9,120.00	-1,040.00	0.00	-4,880.00	65.1%
140	32909 GAS PERMITS-LP INSTALLATION	-6,000.00	-6,000.00	-2,175.00	-300.00	0.00	-3,825.00	36.3%
140	32911 MECHANICAL	-38,285.00	-38,285.00	0.00	0.00	0.00	-38,285.00	.0%
140	32912 PLUMBING PERMITS	-31,945.00	-31,945.00	-2,780.00	-520.00	0.00	-29,165.00	8.7%
140	32913 PLUMBING-FIXTURE FEES	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%
140	32960 ADMINISTRATION COST BLDING SU	-4,413.00	-4,413.00	-1,381.98	0.00	0.00	-3,031.02	31.3%
140	32980 OTHER MISC PERMITS	-1,000.00	-1,000.00	-14,240.00	-3,345.00	0.00	13,240.00	1424.0%
140	36110 INTEREST	0.00	0.00	-14,532.61	-2,669.38	0.00	14,532.61	100.0%
140	36992 GAIN ON SALE OF ASSET	0.00	0.00	-12,033.00	0.00	0.00	12,033.00	100.0%
140	38910 CASH BALANCE FORWARD	-3,268,384.00	-3,268,384.00	0.00	0.00	0.00	-3,268,384.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51200	SALARIES						
	891,292.00	891,292.00	324,702.99	48,445.55	0.00	566,589.01	36.4%
140 51400	OVERTIME						
	10,000.00	10,000.00	650.93	0.00	0.00	9,349.07	6.5%
140 52100	FICA						
	68,948.00	68,948.00	24,573.83	3,925.02	0.00	44,374.17	35.6%
140 52200	RETIREMENT						
	192,516.00	192,516.00	70,198.79	10,464.24	0.00	122,317.21	36.5%
140 52300	HEALTH INSUR						
	144,467.00	144,467.00	52,827.23	7,665.70	0.00	91,639.77	36.6%
140 52301	LIFE INSUR						
	3,493.00	3,493.00	1,401.03	213.32	0.00	2,091.97	40.1%
140 52400	WORKERS' COMP						
	8,974.00	8,974.00	4,486.00	748.00	0.00	4,488.00	50.0%
140 53100	PROFESSIONAL SERVICES						
	316,300.00	316,300.00	69,874.53	15,669.00	72,259.17	174,166.30	44.9%
140 53400	CONTRACTUAL						
	320,116.00	320,116.00	41,020.69	543.15	0.00	279,095.31	12.8%
140 54000	TRAINING/TRAVEL						
	65,810.00	65,810.00	1,172.75	0.00	0.00	64,637.25	1.8%
140 54100	COMM - PHONE/FAX/ALARM						
	948.00	948.00	120.47	24.14	0.00	827.53	12.7%
140 54101	COMMUNICATIONS-CELLULAR						
	9,000.00	9,000.00	4,253.80	1,388.76	0.00	4,746.20	47.3%
140 54103	COMMUNICATIONS-INTERNET						
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500	INSURANCE						
	7,251.00	7,251.00	3,621.00	605.00	0.00	3,630.00	49.9%
140 54611	R/M FACILITIES						
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
140 54620	R/M EQUIPMENT						
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630	R/M VEHICLES-LABOR						
	2,000.00	2,000.00	202.50	0.00	0.00	1,797.50	10.1%
140 54640	R/M VEHICLES-PARTS						
	2,500.00	2,500.00	457.05	0.00	0.00	2,042.95	18.3%
140 54700	PRINTING						
	8,000.00	8,000.00	-482.28	61.95	0.00	8,482.28	-6.0%
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	585.02	64.33	0.00	6,914.98	7.8%
140 55200	OPERATING SUPPLIES						
	8,100.00	8,100.00	4,709.39	3,031.24	19,924.96	-16,534.35	304.1%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210	UNIFORMS						
	5,425.00	5,425.00	1,950.00	0.00	0.00	3,475.00	35.9%
140 55230	GAS/OIL						
	7,500.00	7,500.00	2,003.63	367.49	0.00	5,496.37	26.7%
140 55400	BOOKS/SUBS/DUES						
	21,000.00	21,000.00	2,283.00	550.00	0.00	18,717.00	10.9%
140 56400	EQUIPMENT						
	500,000.00	500,000.00	29,077.00	0.00	0.00	470,923.00	5.8%
140 56401	NON CAP EQUIP						
	10,000.00	10,000.00	3,539.04	0.00	0.00	6,460.96	35.4%
140 59990	RESERVE						
	1,641,706.00	1,641,706.00	0.00	0.00	0.00	1,641,706.00	.0%
TOTAL BUILDING FEES FUND							
	0.00	0.00	-47,808.00	-68,963.29	92,184.13	-44,376.13	100.0%
	TOTAL REVENUES						
	-4,282,856.00	-4,282,856.00	-691,036.39	-162,730.18	0.00	-3,591,819.61	
	TOTAL EXPENSES						
	4,282,856.00	4,282,856.00	643,228.39	93,766.89	92,184.13	3,547,443.48	
	GRAND TOTAL						
	0.00	0.00	-47,808.00	-68,963.29	92,184.13	-44,376.13	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110 INTEREST	-10,800.00	-10,800.00	-5,016.69	-881.80	0.00	-5,783.31	46.5%
145 36310 IMPACT FEES- INCORPORATED AREA	-196,612.00	-196,612.00	-151,561.30	-18,568.00	0.00	-45,050.70	77.1%
145 36311 IMPACT FEES- UNINCORPORATED	-111,772.00	-111,772.00	-61,598.39	-6,107.94	0.00	-50,173.61	55.1%
145 38910 CASH BALANCE FORWARD	-1,255,400.00	-1,255,400.00	0.00	0.00	0.00	-1,255,400.00	.0%
145 59230 TRANSFER TO UTIL ACQ DS	500,000.00	500,000.00	249,998.00	41,667.00	0.00	250,002.00	50.0%
145 59990 RESERVE	1,074,584.00	1,074,584.00	0.00	0.00	0.00	1,074,584.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	31,821.62	16,109.26	0.00	-31,821.62	100.0%
TOTAL REVENUES	-1,574,584.00	-1,574,584.00	-218,176.38	-25,557.74	0.00	-1,356,407.62	
TOTAL EXPENSES	1,574,584.00	1,574,584.00	249,998.00	41,667.00	0.00	1,324,586.00	
GRAND TOTAL	0.00	0.00	31,821.62	16,109.26	0.00	-31,821.62	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110 INTEREST	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
146 36310 IMPACT FEES- INCORPORATED AREA	-78,778.00	-78,778.00	-54,335.98	-8,631.00	0.00	-24,442.02	69.0%
146 36311 IMPACT FEES- UNINCORPORATED	-30,284.00	-30,284.00	-25,547.12	-2,525.66	0.00	-4,736.88	84.4%
146 38910 CASH BALANCE FORWARD	80,912.00	80,912.00	0.00	0.00	0.00	80,912.00	.0%
146 59230 TRANSFER TO UTIL ACQ DS	25,000.00	25,000.00	12,502.00	2,083.00	0.00	12,498.00	50.0%
146 59990 RESERVE	4,650.00	4,650.00	0.00	0.00	0.00	4,650.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-67,381.10	-9,073.66	0.00	67,381.10	100.0%
TOTAL REVENUES	-29,650.00	-29,650.00	-79,883.10	-11,156.66	0.00	50,233.10	
TOTAL EXPENSES	29,650.00	29,650.00	12,502.00	2,083.00	0.00	17,148.00	
GRAND TOTAL	0.00	0.00	-67,381.10	-9,073.66	0.00	67,381.10	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410 ELECTRIC MUNICIPAL TAX	-1,030,500.00	-1,030,500.00	-512,009.48	-84,392.53	0.00	-518,490.52	49.7%
150 31420 TELEPHONE MUNICIPAL TAX	-807,453.00	-807,453.00	-452,830.84	-75,190.22	0.00	-354,622.16	56.1%
150 31430 WATER MUNICIPAL TAX	0.00	0.00	0.04	0.04	0.00	-0.04	100.0%
150 31440 GAS MUNICIPAL TAX	-220,500.00	-220,500.00	-83,026.13	-12,595.75	0.00	-137,473.87	37.7%
150 36110 INTEREST	-5,000.00	-5,000.00	-4,745.42	-751.22	0.00	-254.58	94.9%
150 38910 CASH BALANCE FORWARD	-1,231,773.00	-1,231,773.00	0.00	0.00	0.00	-1,231,773.00	.0%
150 59100 TRANSFER TO GENERAL FUND	2,500,000.00	2,500,000.00	1,250,002.00	208,333.00	0.00	1,249,998.00	50.0%
150 59990 RESERVE	795,226.00	795,226.00	0.00	0.00	0.00	795,226.00	.0%
TOTAL UTILITY TAX	0.00	0.00	197,390.17	35,403.32	0.00	-197,390.17	100.0%
TOTAL REVENUES	-3,295,226.00	-3,295,226.00	-1,052,611.83	-172,929.68	0.00	-2,242,614.17	
TOTAL EXPENSES	3,295,226.00	3,295,226.00	1,250,002.00	208,333.00	0.00	2,045,224.00	
GRAND TOTAL	0.00	0.00	197,390.17	35,403.32	0.00	-197,390.17	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970 BURIAL PERMITS	-3,900.00	-3,900.00	-3,165.00	-630.00	0.00	-735.00	81.2%
170 34560 MARKER SETTING FEES	-2,500.00	-2,500.00	-2,135.00	-675.00	0.00	-365.00	85.4%
170 34570 PERPETUAL CARE	-50,000.00	-50,000.00	-52,942.62	-14,420.35	0.00	2,942.62	105.9%
170 34580 SALE OF LOTS	-80,000.00	-80,000.00	-104,200.32	-25,387.92	0.00	24,200.32	130.3%
170 36110 INTEREST	-13,000.00	-13,000.00	-4,247.47	-1,493.01	0.00	-8,752.53	32.7%
170 36120 UNREALIZED GAIN	0.00	0.00	-7,385.25	-1,796.40	0.00	7,385.25	100.0%
170 36992 GAIN ON SALE OF ASSET	0.00	0.00	-5,250.00	-3,625.00	0.00	5,250.00	100.0%
170 38910 CASH BALANCE FORWARD	-160,219.00	-160,219.00	0.00	0.00	0.00	-160,219.00	.0%
170 38913 CASH BAL FOR RESTD CEMET	-1,179,842.00	-1,179,842.00	0.00	0.00	0.00	-1,179,842.00	.0%
170 53200 AUDITING	2,457.00	2,457.00	1,227.00	205.00	0.00	1,230.00	49.9%
170 53400 CONTRACTUAL	131,530.00	131,530.00	51,824.10	13,112.35	0.00	79,705.90	39.4%
170 54300 UTILITIES ELECTRIC	3,800.00	3,800.00	326.50	65.01	0.00	3,473.50	8.6%
170 54310 UTILITIES-WATER & WASTEWATER	1,000.00	1,000.00	62.57	12.32	0.00	937.43	6.3%
170 54500 INSURANCE	1,546.00	1,546.00	766.00	130.00	0.00	780.00	49.5%
170 54610 R/M BLDG & GROUNDS	5,000.00	5,000.00	320.95	0.00	0.00	4,679.05	6.4%
170 54611 R/M FACILITIES	3,500.00	3,500.00	8.09	0.00	0.00	3,491.91	.2%
170 59990 RESERVE	115,286.00	115,286.00	0.00	0.00	0.00	115,286.00	.0%
170 59997 RESERVE REST'D FOR CEMETERY	1,225,342.00	1,225,342.00	0.00	0.00	0.00	1,225,342.00	.0%
TOTAL CEMETERY	0.00	0.00	-124,790.45	-34,503.00	0.00	124,790.45	100.0%
TOTAL REVENUES	-1,489,461.00	-1,489,461.00	-179,325.66	-48,027.68	0.00	-1,310,135.34	
TOTAL EXPENSES	1,489,461.00	1,489,461.00	54,535.21	13,524.68	0.00	1,434,925.79	

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL						
0.00	0.00	-124,790.45	-34,503.00	0.00	124,790.45	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110 PROPERTY TAXES	-61,449.00	-61,449.00	0.00	0.00	0.00	-61,449.00	.0%
180 31117 PROPERTY TAXES-COUNTY	-81,857.00	-81,857.00	0.00	0.00	0.00	-81,857.00	.0%
180 36110 INTEREST	-500.00	-500.00	-4,615.69	-726.90	0.00	4,115.69	923.1%
180 38910 CASH BALANCE FORWARD	-1,138,460.00	-1,138,460.00	0.00	0.00	0.00	-1,138,460.00	.0%
180 53100 PROFESSIONAL SERVICES	0.00	24,500.00	4,400.00	0.00	0.00	20,100.00	18.0%
180 53400 CONTRACTUAL	0.00	0.00	34,346.96	0.00	0.00	-34,346.96	100.0%
180 55400 BOOKS/SUBS/DUES	0.00	895.00	870.00	0.00	0.00	25.00	97.2%
180 56300 21026 IMPROVEMENTS	1,008,910.00	1,008,510.00	188,393.25	1,050.00	54,574.89	765,541.86	24.1%
180 57100 PRINCIPAL	49,267.00	49,267.00	0.00	0.00	0.00	49,267.00	.0%
180 57200 INTEREST	21,271.00	21,271.00	10,429.70	10,429.70	0.00	10,841.30	49.0%
180 59990 RESERVE	202,818.00	177,823.00	0.00	0.00	0.00	177,823.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	233,824.22	10,752.80	54,574.89	-288,399.11	100.0%
TOTAL REVENUES	-1,282,266.00	-1,282,266.00	-4,615.69	-726.90	0.00	-1,277,650.31	
TOTAL EXPENSES	1,282,266.00	1,282,266.00	238,439.91	11,479.70	54,574.89	989,251.20	
GRAND TOTAL	0.00	0.00	233,824.22	10,752.80	54,574.89	-288,399.11	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210 FEDERAL LAW ENFORCEMENT SUPP	-227,402.00	-227,402.00	-109,323.00	-18,220.50	0.00	-118,079.00	48.1%
190 36110 INTEREST	0.00	0.00	-863.30	-164.07	0.00	863.30	100.0%
190 36992 GAIN ON SALE OF ASSET	0.00	0.00	-4,150.00	0.00	0.00	4,150.00	100.0%
190 38910 CASH BALANCE FORWARD	-151,287.00	-151,287.00	0.00	0.00	0.00	-151,287.00	.0%
190 53400 CONTRACTUAL	3,000.00	3,000.00	962.50	192.50	0.00	2,037.50	32.1%
190 54000 TRAINING/TRAVEL	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
190 54921 UNDERCOVER	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200 OPERATING SUPPLIES	16,402.00	16,402.00	3,892.38	0.00	0.00	12,509.62	23.7%
190 56400 MACH/EQUIP	234,433.00	234,433.00	10,980.12	0.00	155,250.80	68,202.08	70.9%
190 59990 RESERVE	114,854.00	114,854.00	0.00	0.00	0.00	114,854.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	-98,501.30	-18,192.07	155,250.80	-56,749.50	100.0%
TOTAL REVENUES	-378,689.00	-378,689.00	-114,336.30	-18,384.57	0.00	-264,352.70	
TOTAL EXPENSES	378,689.00	378,689.00	15,835.00	192.50	155,250.80	207,603.20	
GRAND TOTAL	0.00	0.00	-98,501.30	-18,192.07	155,250.80	-56,749.50	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
220 BOND DEBT SERVICE							
220 59100 TRANSFER TO GENERAL FUND	0.00	0.00	6,565.54	0.00	0.00	-6,565.54	100.0%
TOTAL BOND DEBT SERVICE	0.00	0.00	6,565.54	0.00	0.00	-6,565.54	100.0%
TOTAL EXPENSES	0.00	0.00	6,565.54	0.00	0.00	-6,565.54	
GRAND TOTAL	0.00	0.00	6,565.54	0.00	0.00	-6,565.54	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE							
230 36110 INTEREST	-5,800.00	-5,800.00	-4,071.31	-996.49	0.00	-1,728.69	70.2%
230 38140 FROM WW IMPACT FEES	-500,000.00	-500,000.00	-249,998.00	-41,667.00	0.00	-250,002.00	50.0%
230 38141 FROM WATER IMPACT FEES	-25,000.00	-25,000.00	-12,502.00	-2,083.00	0.00	-12,498.00	50.0%
230 38145 FROM WASTEWATER	-236,598.00	-236,598.00	-118,296.00	-19,717.00	0.00	-118,302.00	50.0%
230 38146 FROM WATER	-1,991,895.00	-1,991,895.00	-995,949.00	-165,991.00	0.00	-995,946.00	50.0%
230 38910 CASH BALANCE FORWARD	-300,865.00	-300,865.00	0.00	0.00	0.00	-300,865.00	.0%
230 57100 PRINCIPAL	1,803,000.00	1,803,000.00	0.00	0.00	0.00	1,803,000.00	.0%
230 57200 INTEREST	950,493.00	950,493.00	475,246.45	475,246.45	0.00	475,246.55	50.0%
230 59990 RESERVE	306,665.00	306,665.00	0.00	0.00	0.00	306,665.00	.0%
TOTAL UTILITY DEBT SERVICE	0.00	0.00	-905,569.86	244,791.96	0.00	905,569.86	100.0%
TOTAL REVENUES	-3,060,158.00	-3,060,158.00	-1,380,816.31	-230,454.49	0.00	-1,679,341.69	
TOTAL EXPENSES	3,060,158.00	3,060,158.00	475,246.45	475,246.45	0.00	2,584,911.55	
GRAND TOTAL	0.00	0.00	-905,569.86	244,791.96	0.00	905,569.86	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400 STATE GRANT	-912,800.00	-1,912,800.00	0.00	0.00	0.00	-1,912,800.00	.0%
300 33544 8TH CENT GAS TAX	-81,029.00	-81,029.00	-40,072.66	-6,678.78	0.00	-40,956.34	49.5%
300 33710 COUNTY GRANT	-108,574.00	-108,574.00	0.00	0.00	0.00	-108,574.00	.0%
300 36110 INTEREST	-8,000.00	-8,000.00	-9,687.98	-2,095.92	0.00	1,687.98	121.1%
300 36990 OTHER REVENUE	-154,625.00	-154,625.00	0.00	0.00	0.00	-154,625.00	.0%
300 38101 FROM GENERAL FUND	-4,009,603.00	-3,911,803.00	-1,906,999.00	-334,134.00	0.00	-2,004,804.00	48.7%
300 38910 CASH BALANCE FORWARD	-1,130,741.00	-1,130,741.00	0.00	0.00	0.00	-1,130,741.00	.0%
TOTAL CAPITAL IMPROVEMENT	-6,405,372.00	-7,307,572.00	-1,956,759.64	-342,908.70	0.00	-5,350,812.36	26.8%
TOTAL REVENUES	-6,405,372.00	-7,307,572.00	-1,956,759.64	-342,908.70	0.00	-5,350,812.36	
GRAND TOTAL	-6,405,372.00	-7,307,572.00	-1,956,759.64	-342,908.70	0.00	-5,350,812.36	26.8%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56200 BUILDING	200,000.00	32,131.00	0.00	0.00	0.00	32,131.00	.0%
3001000 56200 22006 BUILDING	6,185.00	6,185.00	6,184.73	0.00	0.00	0.27	100.0%
3001000 56200 23010 BUILDING	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
3001000 56200 23056 BUILDING	0.00	167,869.00	0.00	0.00	167,869.00	0.00	100.0%
3001000 56300 IMPROVEMENTS	300,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3001000 56300 23050 IMPROVEMENTS	0.00	200,000.00	0.00	0.00	70,000.00	130,000.00	35.0%
3001000 56410 22018 SOFTWARE	166,000.00	166,000.00	35,011.04	740.00	68,499.96	62,489.00	62.4%
3001000 57100 PRINCIPAL	132,452.00	132,452.00	70,085.29	0.00	0.00	62,366.71	52.9%
3001000 57200 INTEREST	16,664.00	16,664.00	13,016.93	0.00	0.00	3,647.07	78.1%
3001000 59990 RESERVE	1,676.00	1,676.00	0.00	0.00	0.00	1,676.00	.0%
TOTAL GENERAL GOVERNMENT	1,022,977.00	1,022,977.00	124,297.99	740.00	306,368.96	592,310.05	42.1%
TOTAL EXPENSES	1,022,977.00	1,022,977.00	124,297.99	740.00	306,368.96	592,310.05	
3001310 CAP IMP IT							
3001310 56400 EQUIPMENT	125,000.00	125,000.00	8,023.57	0.00	79,420.18	37,556.25	70.0%
TOTAL CAP IMP IT	125,000.00	125,000.00	8,023.57	0.00	79,420.18	37,556.25	70.0%
TOTAL EXPENSES	125,000.00	125,000.00	8,023.57	0.00	79,420.18	37,556.25	
3002100 CAP IMP POLICE							
3002100 56300 IMPROVEMENTS	30,000.00	0.00	0.00	0.00	0.00	0.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

3002100 CAP IMP POLICE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL CAP IMP POLICE	30,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL EXPENSES	30,000.00	0.00	0.00	0.00	0.00	0.00	
3002200 CAP IMP FIRE							
3002200 56300 IMPROVEMENTS	135,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3002200 56300 23047 IMPROVEMENTS	0.00	35,000.00	30,200.00	0.00	4,800.00	0.00	100.0%
3002200 56400 MACH/EQUIP	282,000.00	282,000.00	0.00	0.00	282,000.00	0.00	100.0%
TOTAL CAP IMP FIRE	417,000.00	417,000.00	30,200.00	0.00	286,800.00	100,000.00	76.0%
TOTAL EXPENSES	417,000.00	417,000.00	30,200.00	0.00	286,800.00	100,000.00	
3004100 CAP IMP STREETS							
3004100 56311 23006 SIDEWALKS-GENL/MISC	110,000.00	110,000.00	100,026.57	0.00	0.00	9,973.43	90.9%
3004100 56320 21026 STREET PAVING/RESURFACING-CAPI	0.00	75,644.00	55,610.46	0.00	11,363.08	8,670.46	88.5%
3004100 56320 22014 STREET PAVING/RESURFACING-CAPI	75,644.00	0.00	0.00	0.00	0.00	0.00	.0%
3004100 56320 23007 STREET PAVING/RESURFACING-CAPI	800,000.00	800,000.00	545,093.52	545,093.52	189,906.48	65,000.00	91.9%
3004100 56500 20022 INFRASTRUCTURE	155,000.00	155,000.00	38,064.94	24,344.09	35,781.00	81,154.06	47.6%
TOTAL CAP IMP STREETS	1,140,644.00	1,140,644.00	738,795.49	569,437.61	237,050.56	164,797.95	85.6%
TOTAL EXPENSES	1,140,644.00	1,140,644.00	738,795.49	569,437.61	237,050.56	164,797.95	
3007200 CAP IMP REC							
3007200 56300 IMPROVEMENTS	625,000.00	437,221.00	0.00	0.00	0.00	437,221.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

3007200 CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 56300 22017	IMPROVEMENTS						
	0.00	164,979.00	0.00	0.00	164,978.30	0.70	100.0%
3007200 56300 23036	IMPROVEMENTS						
	0.00	30,303.00	0.00	0.00	0.00	30,303.00	.0%
3007200 56300 23037	IMPROVEMENTS						
	0.00	126,263.00	0.00	0.00	0.00	126,263.00	.0%
3007200 56300 23038	IMPROVEMENTS						
	0.00	186,869.00	0.00	0.00	0.00	186,869.00	.0%
3007200 56300 23039	IMPROVEMENTS						
	0.00	404,040.00	0.00	0.00	0.00	404,040.00	.0%
3007200 56300 23040	IMPROVEMENTS						
	0.00	252,525.00	0.00	0.00	0.00	252,525.00	.0%
3007200 56327	BEACH MONITORING/REPORTING						
	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
3007200 56331 22029	BEACH RENOUR / ENGINEERING						
	45,000.00	45,000.00	35,000.00	35,000.00	0.00	10,000.00	77.8%
3007200 56333 20041	HABITAT CONSERVATION PLAN						
	179,501.00	179,501.00	0.00	0.00	0.00	179,501.00	.0%
TOTAL CAP IMP REC							
	904,501.00	1,881,701.00	35,000.00	35,000.00	164,978.30	1,681,722.70	10.6%
TOTAL EXPENSES							
	904,501.00	1,881,701.00	35,000.00	35,000.00	164,978.30	1,681,722.70	
3007210 PARKS IMPROVEMENTS							
3007210 56300	IMPROVEMENTS						
	330,000.00	285,000.00	0.00	0.00	0.00	285,000.00	.0%
3007210 56300 22037	IMPROVEMENTS						
	0.00	0.00	5,259.66	0.00	0.00	-5,259.66	100.0%
3007210 56300 23008	IMPROVEMENTS						
	300,000.00	300,000.00	13,900.00	5,650.00	1,850.00	284,250.00	5.3%
3007210 56300 23011	IMPROVEMENTS						
	40,000.00	60,000.00	43,484.94	0.00	0.00	16,515.06	72.5%
3007210 56300 23012	IMPROVEMENTS						
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
3007210 56300 23013	IMPROVEMENTS						
	300,000.00	300,000.00	10,860.00	3,220.00	3,490.00	285,650.00	4.8%
3007210 56300 23027	IMPROVEMENTS						
	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
TOTAL PARKS IMPROVEMENTS							
	1,055,000.00	1,030,000.00	73,504.60	8,870.00	5,340.00	951,155.40	7.7%
TOTAL EXPENSES							
	1,055,000.00	1,030,000.00	73,504.60	8,870.00	5,340.00	951,155.40	

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

3007220 CAP IMP PECK ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007220 CAP IMP PECK						
3007220 56300 21022 IMPROVEMENTS						
1,565,250.00	1,565,250.00	589,091.64	214,105.34	251,057.00	725,101.36	53.7%
TOTAL CAP IMP PECK						
1,565,250.00	1,565,250.00	589,091.64	214,105.34	251,057.00	725,101.36	53.7%
TOTAL EXPENSES						
1,565,250.00	1,565,250.00	589,091.64	214,105.34	251,057.00	725,101.36	
3007225 MLK CENTER						
3007225 56300 IMPROVEMENTS						
125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
TOTAL MLK CENTER						
125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
TOTAL EXPENSES						
125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	
3007400 CAP IMP AQUATICS						
3007400 56300 IMPROVEMENTS						
20,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP AQUATICS						
20,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL EXPENSES						
20,000.00	0.00	0.00	0.00	0.00	0.00	
GRAND TOTAL						
6,405,372.00	7,307,572.00	1,598,913.29	828,152.95	1,331,015.00	4,377,643.71	40.1%

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

Revenues	($1,956,760)
Expenses	$1,598,913
Net	($ 357,847)

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33400 STATE GRANT	0.00	0.00	-71.13	0.00	0.00	71.13	100.0%
310 33440 OTHER GRANT	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
310 36110 INTEREST	-25,000.00	-25,000.00	-35,339.33	-6,564.02	0.00	10,339.33	141.4%
TOTAL CAPITAL EXPANSION	-85,000.00	-85,000.00	-35,410.46	-6,564.02	0.00	-49,589.54	41.7%
TOTAL REVENUES	-85,000.00	-85,000.00	-35,410.46	-6,564.02	0.00	-49,589.54	
3101000 CAP EXP ADMIN							
3101000 32410 IMPACT FEES ADMIN	-100,000.00	-100,000.00	-88,791.78	-26,979.14	0.00	-11,208.22	88.8%
3101000 38910 CASH BALANCE FORWARD	-1,331,510.00	-1,331,510.00	0.00	0.00	0.00	-1,331,510.00	.0%
TOTAL CAP EXP ADMIN	-1,431,510.00	-1,431,510.00	-88,791.78	-26,979.14	0.00	-1,342,718.22	6.2%
TOTAL REVENUES	-1,431,510.00	-1,431,510.00	-88,791.78	-26,979.14	0.00	-1,342,718.22	
3102100 CAP EXP POLICE							
3102100 32421 IMPACT FEES POLICE	-60,000.00	-60,000.00	-72,155.88	-21,924.36	0.00	12,155.88	120.3%
3102100 38910 CASH BALANCE FORWARD	-409,934.00	-409,934.00	0.00	0.00	0.00	-409,934.00	.0%
TOTAL CAP EXP POLICE	-469,934.00	-469,934.00	-72,155.88	-21,924.36	0.00	-397,778.12	15.4%
TOTAL REVENUES	-469,934.00	-469,934.00	-72,155.88	-21,924.36	0.00	-397,778.12	
3102200 CAP EXP FIRE							
3102200 32422 IMPACT FEES FIRE							

City of Fernandina Beach
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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 CAP EXP FIRE							
	-80,000.00	-80,000.00	-52,914.32	-16,077.88	0.00	-27,085.68	66.1%
3102200 38910 CASH BALANCE FORWARD	-639,416.00	-639,416.00	0.00	0.00	0.00	-639,416.00	.0%
TOTAL CAP EXP FIRE	-719,416.00	-719,416.00	-52,914.32	-16,077.88	0.00	-666,501.68	7.4%
TOTAL REVENUES	-719,416.00	-719,416.00	-52,914.32	-16,077.88	0.00	-666,501.68	
3107200 CAP EXP RECREATION							
3107200 32470 IMPACT FEES RECREATION	-650,000.00	-650,000.00	-397,027.94	-94,192.37	0.00	-252,972.06	61.1%
3107200 38910 CASH BALANCE FORWARD	-3,144,450.00	-3,144,450.00	0.00	0.00	0.00	-3,144,450.00	.0%
TOTAL CAP EXP RECREATION	-3,794,450.00	-3,794,450.00	-397,027.94	-94,192.37	0.00	-3,397,422.06	10.5%
TOTAL REVENUES	-3,794,450.00	-3,794,450.00	-397,027.94	-94,192.37	0.00	-3,397,422.06	
GRAND TOTAL	-6,500,310.00	-6,500,310.00	-646,300.38	-165,737.77	0.00	-5,854,009.62	9.9%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 59990 RESERVE	1,437,545.00	1,437,545.00	0.00	0.00	0.00	1,437,545.00	.0%
TOTAL CAP EXP ADMIN	1,437,545.00	1,437,545.00	0.00	0.00	0.00	1,437,545.00	.0%
TOTAL EXPENSES	1,437,545.00	1,437,545.00	0.00	0.00	0.00	1,437,545.00	
3102100 CAP EXP POLICE							
3102100 56400 MACH/EQUIP	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
3102100 59990 RESERVE	461,747.00	461,747.00	0.00	0.00	0.00	461,747.00	.0%
TOTAL CAP EXP POLICE	471,747.00	471,747.00	0.00	0.00	0.00	471,747.00	.0%
TOTAL EXPENSES	471,747.00	471,747.00	0.00	0.00	0.00	471,747.00	
3102200 CAP EXP FIRE							
3102200 56200 BUILDING	0.00	0.00	0.00	0.00	11,250.00	-11,250.00	100.0%
3102200 56200 19051 BUILDING	375,000.00	375,000.00	274,357.79	3,031.00	24,940.06	75,702.15	79.8%
3102200 59990 RESERVE	347,314.00	347,314.00	0.00	0.00	0.00	347,314.00	.0%
TOTAL CAP EXP FIRE	722,314.00	722,314.00	274,357.79	3,031.00	36,190.06	411,766.15	43.0%
TOTAL EXPENSES	722,314.00	722,314.00	274,357.79	3,031.00	36,190.06	411,766.15	
3107200 CAP EXP RECREATION							
3107200 56300 IMPROVEMENTS	120,000.00	0.00	0.00	0.00	0.00	0.00	.0%

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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 56300 23042	IMPROVEMENTS						
	0.00	120,000.00	0.00	0.00	12,700.00	107,300.00	10.6%
3107200 59990	RESERVE						
	3,748,704.00	3,748,704.00	0.00	0.00	0.00	3,748,704.00	.0%
TOTAL CAP EXP RECREATION							
	3,868,704.00	3,868,704.00	0.00	0.00	12,700.00	3,856,004.00	.3%
	TOTAL EXPENSES						
	3,868,704.00	3,868,704.00	0.00	0.00	12,700.00	3,856,004.00	
	GRAND TOTAL						
	6,500,310.00	6,500,310.00	274,357.79	3,031.00	48,890.06	6,177,062.15	5.0%

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

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

CAPITAL EXPANSION FUND

PRELIMINARY March

	FY21-22 BALANCE FORWARD	FY22-23 REVENUE	FY22-23 INTEREST	FY22-23 EXPENSES	FY22-23 BALANCE FORWARD
POLICE	459,281.70	72,155.88	2,719.25	-	534,156.83
FIRE	594,525.90	52,914.32	3,519.98	274,357.79	376,602.41
SANITATION	-	-	-	-	-
RECREATION/PARKS	3,507,430.61	397,099.07	20,766.29	-	3,925,295.97
ADMINISTRATION	1,407,582.64	88,791.78	8,333.81	-	1,504,708.23
	5,968,820.85	610,961.05	35,339.33	274,357.79	6,340,763.44

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
315 OTHER CAPITAL IMPROVEMENTS							
315 36110 INTEREST	-5,000.00	-5,000.00	-19,512.54	-3,137.57	0.00	14,512.54	390.3%
315 38910 CASH BALANCE FORWARD	-3,965,299.00	-3,965,299.00	0.00	0.00	0.00	-3,965,299.00	.0%
TOTAL OTHER CAPITAL IMPROVEMENTS	-3,970,299.00	-3,970,299.00	-19,512.54	-3,137.57	0.00	-3,950,786.46	.5%
TOTAL REVENUES	-3,970,299.00	-3,970,299.00	-19,512.54	-3,137.57	0.00	-3,950,786.46	
3151000 OTHER CAPITAL IMPROVEMENTS							
3151000 56300 IMPROVEMENTS	3,223,285.00	938,981.00	0.00	0.00	0.00	938,981.00	.0%
3151000 56300 18002 IMPROVEMENTS	0.00	734,305.00	0.00	0.00	0.00	734,305.00	.0%
3151000 56300 20022 IMPROVEMENTS	0.00	200,000.00	200,000.00	200,000.00	0.00	0.00	100.0%
3151000 56300 21026 IMPROVEMENTS	747,014.00	747,014.00	649,785.59	0.00	108,454.93	-11,226.52	101.5%
3151000 56300 23043 IMPROVEMENTS	0.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3151000 56300 23044 IMPROVEMENTS	0.00	400,000.00	0.00	0.00	0.00	400,000.00	.0%
3151000 56300 23045 IMPROVEMENTS	0.00	350,000.00	0.00	0.00	0.00	350,000.00	.0%
3151000 56300 23046 IMPROVEMENTS	0.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
3151000 56300 23051 IMPROVEMENTS	0.00	175,000.00	0.00	0.00	15,350.00	159,650.00	8.8%
3151000 56300 23052 IMPROVEMENTS	0.00	174,999.00	0.00	0.00	15,350.00	159,649.00	8.8%
TOTAL OTHER CAPITAL IMPROVEMENTS	3,970,299.00	3,970,299.00	849,785.59	200,000.00	139,154.93	2,981,358.48	24.9%
TOTAL EXPENSES	3,970,299.00	3,970,299.00	849,785.59	200,000.00	139,154.93	2,981,358.48	
GRAND TOTAL	0.00	0.00	830,273.05	196,862.43	139,154.93	-969,427.98	100.0%

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

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110 INTEREST	-44,200.00	-44,200.00	-49,202.21	-11,632.33	0.00	5,002.21	111.3%
330 36120 UNREALIZED GAIN	0.00	0.00	-1,011.75	-574.03	0.00	1,011.75	100.0%
330 38145 FROM WASTEWATER	-500,000.00	-500,000.00	-249,998.00	-41,667.00	0.00	-250,002.00	50.0%
330 38910 CASH BALANCE FORWARD	-9,190,066.00	-9,190,066.00	0.00	0.00	0.00	-9,190,066.00	.0%
330 56300 IMPROVEMENTS	0.00	0.00	0.00	0.00	22,540.50	-22,540.50	100.0%
330 56300 22012 IMPROVEMENTS	54,950.00	54,950.00	83,393.94	539.65	28,837.70	-57,281.64	204.2%
330 56300 23005 IMPROVEMENTS	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	.0%
330 59990 RESERVE	9,279,316.00	9,279,316.00	0.00	0.00	0.00	9,279,316.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-216,818.02	-53,333.71	51,378.20	165,439.82	100.0%
TOTAL REVENUES	-9,734,266.00	-9,734,266.00	-300,211.96	-53,873.36	0.00	-9,434,054.04	
TOTAL EXPENSES	9,734,266.00	9,734,266.00	83,393.94	539.65	51,378.20	9,599,493.86	
GRAND TOTAL	0.00	0.00	-216,818.02	-53,333.71	51,378.20	165,439.82	100.0%

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

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		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF								
410 34710	GREEN FEES	-590,000.00	-590,000.00	-346,056.14	-81,103.13	0.00	-243,943.86	58.7%
410 34713	GOLF CARTS	-370,000.00	-370,000.00	-179,049.76	-43,361.94	0.00	-190,950.24	48.4%
410 34714	RANGE FEES	-72,000.00	-72,000.00	-37,350.73	-10,192.16	0.00	-34,649.27	51.9%
410 34718	FACILITY RENTAL	-33,730.00	-33,730.00	-36,394.36	-36,394.36	0.00	2,664.36	107.9%
410 34733	MEMBERSHIPS	-220,000.00	-220,000.00	-175,954.00	-15,279.00	0.00	-44,046.00	80.0%
410 36110	INTEREST	0.00	0. LY $161,004	-246.15	-59.93	0.00	246.15	100.0%
410 36990	OTHER REVENUE	0.00	0.00	-167.62	92.14	0.00	167.62	100.0%
410 36992	GAIN ON SALE OF ASSET	0.00	0.00	-11,955.00	0.00	0.00	11,955.00	100.0%
410 38101	FROM GENERAL FUND	-135,000.00	-135,000.00	-67,500.00	-11,250.00	0.00	-67,500.00	50.0%
410 38145	FROM WASTEWATER	-1,360,208.00	-1,360,208.00	-1,360,208.00	0.00	0.00	0.00	100.0%
410 38910	CASH BALANCE FORWARD	1,417,385.00	1,417,385.00	0.00	0.00	0.00	1,417,385.00	.0%
410 51200	SALARIES	376,129.00	376,129.00	167,147.16	27,133.86	0.00	208,981.84	44.4%
410 51350	PART-TIME	211,002.00	211,002.00	117,063.85	23,462.25	0.00	93,938.15	55.5%
410 51400	OVERTIME	10,000.00	10,000.00	8,246.25	564.30	0.00	1,753.75	82.5%
410 52100	FICA	44,871.00	44,871.00	22,185.39	3,857.42	0.00	22,685.61	49.4%
410 52200	RETIREMENT	72,650.00	72,650.00	36,720.02	5,860.93	0.00	35,929.98	50.5%
410 52300	HEALTH INSUR	33,717.00	33,717.00	18,201.77	3,099.39	0.00	15,515.23	54.0%
410 52301	LIFE INSUR	1,698.00	1,698.00	633.96	98.34	0.00	1,064.04	37.3%
410 52350	OPEB COSTS	794.00	794.00	398.00	66.00	0.00	396.00	50.1%
410 52400	WORKERS' COMP	4,969.00	4,969.00	2,485.00	414.00	0.00	2,484.00	50.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 53100	PROFESSIONAL SERVICES						
	2,000.00	2,000.00	672.10	0.00	0.00	1,327.90	33.6%
410 53200	AUDITING						
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
410 53400	CONTRACTUAL						
	15,530.00	15,530.00	8,454.59	864.34	0.00	7,075.41	54.4%
410 54000	TRAINING/TRAVEL						
	1,160.00	1,160.00	233.67	35.95	0.00	926.33	20.1%
410 54100	COMM - PHONE/FAX/ALARM						
	2,340.00	2,340.00	361.41	72.42	0.00	1,978.59	15.4%
410 54101	COMMUNICATIONS-CELLULAR						
	600.00	600.00	230.66	-24.64	0.00	369.34	38.4%
410 54103	COMMUNICATIONS-INTERNET						
	5,835.00	5,835.00	2,015.14	569.48	0.00	3,819.86	34.5%
410 54200	POSTAGE						
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
410 54300	UTILITIES ELECTRIC						
	60,000.00	60,000.00	25,482.21	5,202.69	0.00	34,517.79	42.5%
410 54310	UTILITIES-WATER & WASTEWATER						
	10,200.00	10,200.00	6,722.55	1,971.59	0.00	3,477.45	65.9%
410 54500	INSURANCE						
	31,251.00	31,251.00	15,627.00	2,604.00	0.00	15,624.00	50.0%
410 54610	R/M BLDG & GROUNDS						
	10,000.00	10,000.00	1,800.00	0.00	0.00	8,200.00	18.0%
410 54611	R/M FACILITIES						
	15,000.00	36,574.00	11,414.43	708.74	0.00	25,159.57	31.2%
410 54620	R/M EQUIPMENT						
	60,000.00	57,000.00	8,407.73	2,429.10	0.00	48,592.27	14.8%
410 54630	R/M VEHICLES-LABOR						
	500.00	500.00	735.00	0.00	0.00	-235.00	147.0%
410 54640	R/M VEHICLES-PARTS						
	500.00	500.00	412.45	0.00	0.00	87.55	82.5%
410 54800	PROMOTIONAL						
	13,400.00	13,400.00	10,171.70	2,216.14	0.00	3,228.30	75.9%
410 55100	OFFICE SUPPLIES						
	1,000.00	1,000.00	696.74	200.89	0.00	303.26	69.7%
410 55200	OPERATING SUPPLIES						
	175,029.00	175,029.00	103,397.39	18,670.88	13,050.00	58,581.61	66.5%
410 55210	UNIFORMS						
	3,000.00	3,000.00	1,400.00	0.00	0.00	1,600.00	46.7%
410 55220	JANITORIAL SUPPLIES						
	500.00	500.00	538.88	0.00	0.00	-38.88	107.8%
410 55230	GAS/OIL						
	50,000.00	50,000.00	15,752.40	4,323.12	0.00	34,247.60	31.5%

City of Fernandina Beach
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 55400	BOOKS/SUBS/DUES						
	10,600.00	10,600.00	405.00	0.00	0.00	10,195.00	3.8%
410 56300	IMPROVEMENTS						
	100,000.00	0.00	0.00	0.00	0.00	0.00	.0%
410 56300 23003	IMPROVEMENTS						
	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
410 56300 23004	IMPROVEMENTS						
	25,000.00	25,000.00	6,176.88	0.00	11,863.12	6,960.00	72.2%
410 56300 23053	IMPROVEMENTS						
	0.00	13,426.00	0.00	0.00	0.00	13,426.00	.0%
410 56300 23054	IMPROVEMENTS						
	0.00	65,000.00	0.00	0.00	65,000.00	0.00	100.0%
410 56400	MACH/EQUIP						
	60,000.00	63,000.00	57,576.13	0.00	4,348.13	1,075.74	98.3%
410 56401	EQUIP-NON CAPITAL						
	600.00	600.00	1,688.00	0.00	0.00	-1,088.00	281.3%
410 59990	RESERVE						
	31.00	31.00	0.00	0.00	0.00	31.00	.0%
TOTAL GOLF							
	88,824.00	88,824.00	-1,557,741.30	-92,533.19	94,261.25	1,552,304.05	-1647.6%
	TOTAL REVENUES						
	-1,363,553.00	-1,363,553.00	-2,214,881.76	-197,548.38	0.00	851,328.76	
	TOTAL EXPENSES						
	1,452,377.00	1,452,377.00	657,140.46	105,015.19	94,261.25	700,975.29	
4107260 GOLF TOPTRACER							
4107260 34716	TT FOOD & BEVERAGE						
	-20,000.00	-20,000.00	-6,680.67	-1,430.90	0.00	-13,319.33	33.4%
4107260 34717	BAY RENTALS						
	-100,000.00	-100,000.00	-30,205.00	-7,837.50	0.00	-69,795.00	30.2%
4107260 34790	TOPTRACER BAY SPONSORSHIP						
	-35,000.00	-35,000.00	-5,499.78	-916.63	0.00	-29,500.22	15.7%
4107260 51350	PART TIME SALARIES						
	70,980.00	70,980.00	24,935.50	4,115.10	0.00	46,044.50	35.1%
4107260 51400	OVERTIME						
	0.00	0.00	1,378.60	0.00	0.00	-1,378.60	100.0%
4107260 52100	FICA						
	5,430.00	5,430.00	2,013.00	314.80	0.00	3,417.00	37.1%
4107260 52400	WORKERS' COMP						
	1,967.00	1,967.00	983.00	164.00	0.00	984.00	50.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107260 GOLF TOPTRACER							
4107260 54103	COMMUNICATIONS-INTERNET						
	3,500.00	3,500.00	4,696.06	1,600.02	0.00	-1,196.06	134.2%
4107260 54400	RENTALS/LEASES						
	30,000.00	30,000.00	10,000.00	2,000.00	0.00	20,000.00	33.3%
4107260 54611	R/M FACILITIES						
	10,000.00	10,000.00	2,870.60	1,289.85	0.00	7,129.40	28.7%
4107260 54800	PROMOTIONAL						
	2,500.00	2,500.00	600.00	0.00	0.00	1,900.00	24.0%
4107260 55200	OPERATING SUPPLIES						
	7,500.00	7,500.00	3.88	0.00	0.00	7,496.12	.1%
4107260 55550	F&B COST OF SALES						
	8,000.00	8,000.00	1,514.10	364.62	0.00	6,485.90	18.9%
TOTAL GOLF TOPTRACER							
	-15,123.00	-15,123.00	6,609.29	-336.64	0.00	-21,732.29	-43.7%
TOTAL REVENUES							
	-155,000.00	-155,000.00	-42,385.45	-10,185.03	0.00	-112,614.55	
TOTAL EXPENSES							
	139,877.00	139,877.00	48,994.74	9,848.39	0.00	90,882.26	
4107261 GOLF PRO SHOP							
4107261 34715	PRO SHOP SALES						
	-100,000.00	-100,000.00	-51,805.84	-13,922.70	0.00	-48,194.16	51.8%
4107261 34719	GOLF INSTRUCTION						
	-30,000.00	-30,000.00	-7,657.95	-2,200.00	0.00	-22,342.05	25.5%
4107261 51200	SALARIES						
	0.00	0.00	4,571.55	0.00	0.00	-4,571.55	100.0%
4107261 51350	PART TIME SALARIES						
	49,608.00	49,608.00	21,255.99	3,971.55	0.00	28,352.01	42.8%
4107261 51400	OVERTIME						
	0.00	0.00	1,762.22	0.00	0.00	-1,762.22	100.0%
4107261 52100	FICA						
	3,795.00	3,795.00	2,439.89	416.77	0.00	1,355.11	64.3%
4107261 52200	RETIREMENT						
	0.00	0.00	1,922.99	321.23	0.00	-1,922.99	100.0%
4107261 52300	HEALTH INSUR						
	0.00	0.00	1,797.20	106.41	0.00	-1,797.20	100.0%
4107261 52301	LIFE INSUR						
	0.00	0.00	34.51	8.91	0.00	-34.51	100.0%
4107261 52400	WORKERS' COMP						
	1,563.00	1,563.00	783.00	130.00	0.00	780.00	50.1%

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4107261 GOLF PRO SHOP	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107261 54970	PROGRAM COSTS						
	24,000.00	24,000.00	4,331.20	1,487.20	0.00	19,668.80	18.0%
4107261 55545	PRO SHOP COST OF SALES						
	60,000.00	60,000.00	28,519.25	15,746.48	0.00	31,480.75	47.5%
TOTAL GOLF PRO SHOP							
	8,966.00	8,966.00	7,954.01	6,065.85	0.00	1,011.99	88.7%
	TOTAL REVENUES						
	-130,000.00	-130,000.00	-59,463.79	-16,122.70	0.00	-70,536.21	
	TOTAL EXPENSES						
	138,966.00	138,966.00	67,417.80	22,188.55	0.00	71,548.20	
4107262 GOLF FOOD & BEVERAGE							
4107262 34716	FOOD AND BEVERAGE						
	-445,000.00	-445,000.00	-186,583.37	-47,344.94	0.00	-258,416.63	41.9%
4107262 34718	FACILITY RENTAL						
	-20,000.00	-20,000.00	-4,134.25	-438.15	0.00	-15,865.75	20.7%
4107262 51200	SALARIES						
	61,634.00	61,634.00	28,600.15	4,741.08	0.00	33,033.85	46.4%
4107262 51350	PART TIME SALARIES						
	97,588.00	97,588.00	30,568.93	5,792.18	0.00	67,019.07	31.3%
4107262 51400	OVERTIME						
	0.00	0.00	1,120.78	0.00	0.00	-1,120.78	100.0%
4107262 52100	FICA						
	12,180.00	12,180.00	4,441.74	775.00	0.00	7,738.26	36.5%
4107262 52200	RETIREMENT						
	13,313.00	13,313.00	6,177.67	1,024.08	0.00	7,135.33	46.4%
4107262 52300	HEALTH INSUR						
	13,005.00	13,005.00	6,507.03	1,084.50	0.00	6,497.97	50.0%
4107262 52301	LIFE INSUR						
	508.00	508.00	116.16	19.84	0.00	391.84	22.9%
4107262 52400	WORKERS' COMP						
	2,430.00	2,430.00	1,212.00	203.00	0.00	1,218.00	49.9%
4107262 53400	CONTRACTUAL						
	4,285.00	4,285.00	2,064.05	250.00	0.00	2,220.95	48.2%
4107262 54400	RENTALS/LEASES						
	2,640.00	2,640.00	1,440.00	250.00	0.00	1,200.00	54.5%
4107262 54620	R/M EQUIPMENT						
	4,450.00	4,450.00	0.00	0.00	0.00	4,450.00	.0%
4107262 55200	OPERATING SUPPLIES						
	10,000.00	10,000.00	13,866.05	2,609.64	0.00	-3,866.05	138.7%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

4107262 GOLF FOOD & BEVERAGE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107262 55210	UNIFORMS						
	300.00	300.00	0.00	0.00	0.00	300.00	.0%
4107262 55550	F&B COST OF SALES						
	160,000.00	160,000.00	66,773.74	23,606.82	0.00	93,226.26	41.7%
TOTAL GOLF FOOD & BEVERAGE							
	-82,667.00	-82,667.00	-27,829.32	-7,426.95	0.00	-54,837.68	33.7%
	TOTAL REVENUES						
	-465,000.00	-465,000.00	-190,717.62	-47,783.09	0.00	-274,282.38	
	TOTAL EXPENSES						
	382,333.00	382,333.00	162,888.30	40,356.14	0.00	219,444.70	
	GRAND TOTAL						
	0.00	0.00	-1,571,007.32	-94,230.93	94,261.25	1,476,746.07	100.0%

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

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	410	34710	GREEN FEES	(590,000.00)	(346,056.14)	(81,103.13)	(243,943.86)
		34713	GOLF CARTS	(370,000.00)	(179,049.76)	(43,361.94)	(190,950.24)
		34714	RANGE FEES	(72,000.00)	(37,350.73)	(10,192.16)	(34,649.27)
		34718	FACILITY RENTAL	(33,730.00)	(36,394.36)	(36,394.36)	2,664.36
		34733	MEMBERSHIPS	(220,000.00)	(175,954.00)	(15,279.00)	(44,046.00)
		36110	INTEREST	0.00	(246.15)	(59.93)	246.15
		36990	OTHER REVENUE	0.00	(167.62)	92.14	167.62
		36992	GAIN ON SALE OF ASSET	0.00	(11,955.00)	0.00	11,955.00
		38101	FROM GENERAL FUND	(135,000.00)	(67,500.00)	(11,250.00)	(67,500.00)
		38145	FROM WASTEWATER	(1,360,208.00)	(1,360,208.00)	0.00	0.00
		51200	SALARIES	376,129.00	167,147.16	27,133.86	208,981.84
		51350	PART-TIME	211,002.00	117,063.85	23,462.25	93,938.15
		51400	OVERTIME	10,000.00	8,246.25	564.30	1,753.75
		52100	FICA	44,871.00	22,185.39	3,857.42	22,685.61
		52200	RETIREMENT	72,650.00	36,720.02	5,860.93	35,929.98
		52300	HEALTH INSUR	33,717.00	18,201.77	3,099.39	15,515.23
		52301	LIFE INSUR	1,698.00	633.96	98.34	1,064.04
		52350	OPEB COSTS	794.00	398.00	66.00	396.00
		52400	WORKERS' COMP	4,969.00	2,485.00	414.00	2,484.00
		53100	PROFESSIONAL SERVICES	2,000.00	672.10	0.00	1,327.90
		53200	AUDITING	7,371.00	3,687.00	614.00	3,684.00
		53400	CONTRACTUAL	15,530.00	8,454.59	864.34	7,075.41
		54000	TRAINING/TRAVEL	1,160.00	233.67	35.95	926.33
		54100	COMM - PHONE/FAX/ALARM	2,340.00	361.41	72.42	1,978.59
		54101	COMMUNICATIONS-CELLULAR	600.00	230.66	(24.64)	369.34
		54103	COMMUNICATIONS-INTERNET	5,835.00	2,015.14	569.48	3,819.86
		54200	POSTAGE	100.00	0.00	0.00	100.00
		54300	UTILITIES ELECTRIC	60,000.00	25,482.21	5,202.69	34,517.79
		54310	UTILITIES-WATER & WASTEWATER	10,200.00	6,722.55	1,971.59	3,477.45
		54500	INSURANCE	31,251.00	15,627.00	2,604.00	15,624.00
		54610	R/M BLDG & GROUNDS	10,000.00	1,800.00	0.00	8,200.00
		54611	R/M FACILITIES	36,574.00	11,414.43	708.74	25,159.57
		54620	R/M EQUIPMENT	57,000.00	8,407.73	2,429.10	48,592.27
		54630	R/M VEHICLES-LABOR	500.00	735.00	0.00	(235.00)
		54640	R/M VEHICLES-PARTS	500.00	412.45	0.00	87.55
		54800	PROMOTIONAL	13,400.00	10,171.70	2,216.14	3,228.30
		55100	OFFICE SUPPLIES	1,000.00	696.74	200.89	303.26
		55200	OPERATING SUPPLIES	175,029.00	103,397.39	18,670.88	58,581.61
		55210	UNIFORMS	3,000.00	1,400.00	0.00	1,600.00
		55220	JANITORIAL SUPPLIES	500.00	538.88	0.00	(38.88)
		55230	GAS/OIL	50,000.00	15,752.40	4,323.12	34,247.60
		55400	BOOKS/SUBS/DUES	10,600.00	405.00	0.00	10,195.00
		56300	IMPROVEMENTS	138,426.00	6,176.88	0.00	55,386.00
		56400	MACH/EQUIP	63,000.00	57,576.13	0.00	1,075.74
		56401	EQUIP-NON CAPITAL	600.00	1,688.00	0.00	(1,088.00)
		59990	RESERVE	31.00	0.00	0.00	31.00
	410 Total			**(1,328,561.00)**	**(1,557,741.30)**	**(92,533.19)**	**134,919.05**
	4107260	34716	TT FOOD & BEVERAGE	(20,000.00)	(6,680.67)	(1,430.90)	(13,319.33)
		34717	BAY RENTALS	(100,000.00)	(30,205.00)	(7,837.50)	(69,795.00)
		34790	TOPTRACER BAY SPONSORSHIP	(35,000.00)	(5,499.78)	(916.63)	(29,500.22)
		51350	PART TIME SALARIES	70,980.00	24,935.50	4,115.10	46,044.50
		51400	OVERTIME	0.00	1,378.60	0.00	(1,378.60)

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107260	52100	FICA	5,430.00	2,013.00	314.80	3,417.00
		52400	WORKERS' COMP	1,967.00	983.00	164.00	984.00
		54103	COMMUNICATIONS-INTERNET	3,500.00	4,696.06	1,600.02	(1,196.06)
		54400	RENTALS/LEASES	30,000.00	10,000.00	2,000.00	20,000.00
		54611	R/M FACILITIES	10,000.00	2,870.60	1,289.85	7,129.40
		54800	PROMOTIONAL	2,500.00	600.00	0.00	1,900.00
		55200	OPERATING SUPPLIES	7,500.00	3.88	0.00	7,496.12
		55550	F&B COST OF SALES	8,000.00	1,514.10	364.62	6,485.90
	4107260 Total			**(15,123.00)**	**6,609.29**	**(336.64)**	**(21,732.29)**
	4107261	34715	PRO SHOP SALES	(100,000.00)	(51,805.84)	(13,922.70)	(48,194.16)
		34719	GOLF INSTRUCTION	(30,000.00)	(7,657.95)	(2,200.00)	(22,342.05)
		51200	SALARIES	0.00	4,571.55	0.00	(4,571.55)
		51350	PART TIME SALARIES	49,608.00	21,255.99	3,971.55	28,352.01
		51400	OVERTIME	0.00	1,762.22	0.00	(1,762.22)
		52100	FICA	3,795.00	2,439.89	416.77	1,355.11
		52200	RETIREMENT	0.00	1,922.99	321.23	(1,922.99)
		52300	HEALTH INSUR	0.00	1,797.20	106.41	(1,797.20)
		52301	LIFE INSUR	0.00	34.51	8.91	(34.51)
		52400	WORKERS' COMP	1,563.00	783.00	130.00	780.00
		54970	PROGRAM COSTS	24,000.00	4,331.20	1,487.20	19,668.80
		55545	PRO SHOP COST OF SALES	60,000.00	28,519.25	15,746.48	31,480.75
	4107261 Total			**8,966.00**	**7,954.01**	**6,065.85**	**1,011.99**
	4107262	34716	FOOD AND BEVERAGE	(445,000.00)	(186,583.37)	(47,344.94)	(258,416.63)
		34718	FACILITY RENTAL	(20,000.00)	(4,134.25)	(438.15)	(15,865.75)
		51200	SALARIES	61,634.00	28,600.15	4,741.08	33,033.85
		51350	PART TIME SALARIES	97,588.00	30,568.93	5,792.18	67,019.07
		51400	OVERTIME	0.00	1,120.78	0.00	(1,120.78)
		52100	FICA	12,180.00	4,441.74	775.00	7,738.26
		52200	RETIREMENT	13,313.00	6,177.67	1,024.08	7,135.33
		52300	HEALTH INSUR	13,005.00	6,507.03	1,084.50	6,497.97
		52301	LIFE INSUR	508.00	116.16	19.84	391.84
		52400	WORKERS' COMP	2,430.00	1,212.00	203.00	1,218.00
		53400	CONTRACTUAL	4,285.00	2,064.05	250.00	2,220.95
		54400	RENTALS/LEASES	2,640.00	1,440.00	250.00	1,200.00
		54620	R/M EQUIPMENT	4,450.00	0.00	0.00	4,450.00
		55200	OPERATING SUPPLIES	10,000.00	13,866.05	2,609.64	(3,866.05)
		55210	UNIFORMS	300.00	0.00	0.00	300.00
		55550	F&B COST OF SALES	160,000.00	66,773.74	23,606.82	93,226.26
	4107262 Total			**(82,667.00)**	**(27,829.32)**	**(7,426.95)**	**(54,837.68)**
410 Total				(1,417,385.00)	(1,571,007.32)	(94,230.93)	59,361.07
Grand Total				**(1,417,385.00)**	**(1,571,007.32)**	**(94,230.93)**	**59,361.07**

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	410	34710	GREEN FEES	(590,000.00)	(346,056.14)	(81,103.13)	(243,943.86)
		34713	GOLF CARTS	(370,000.00)	(179,049.76)	(43,361.94)	(190,950.24)
		34714	RANGE FEES	(72,000.00)	(37,350.73)	(10,192.16)	(34,649.27)
		34718	FACILITY RENTAL	(33,730.00)	(36,394.36)	(36,394.36)	2,664.36
		34733	MEMBERSHIPS	(220,000.00)	(175,954.00)	(15,279.00)	(44,046.00)
		36990	OTHER REVENUE	0.00	(167.62)	92.14	167.62
		36992	GAIN ON SALE OF ASSET	0.00	(11,955.00)	0.00	11,955.00
		38101	FROM GENERAL FUND	(135,000.00)	(67,500.00)	(11,250.00)	(67,500.00)
		38145	FROM WASTEWATER	(1,360,208.00)	(1,360,208.00)	0.00	0.00
		51200	SALARIES	376,129.00	167,147.16	27,133.86	208,981.84
		51350	PART-TIME	211,002.00	117,063.85	23,462.25	93,938.15
		51400	OVERTIME	10,000.00	8,246.25	564.30	1,753.75
		52100	FICA	44,871.00	22,185.39	3,857.42	22,685.61
		52200	RETIREMENT	72,650.00	36,720.02	5,860.93	35,929.98
		52300	HEALTH INSUR	33,717.00	18,201.77	3,099.39	15,515.23
		52301	LIFE INSUR	1,698.00	633.96	98.34	1,064.04
		52350	OPEB COSTS	794.00	398.00	66.00	396.00
		52400	WORKERS' COMP	4,969.00	2,485.00	414.00	2,484.00
		53100	PROFESSIONAL SERVICES	2,000.00	672.10	0.00	1,327.90
		53200	AUDITING	7,371.00	3,687.00	614.00	3,684.00
		53400	CONTRACTUAL	15,530.00	8,454.59	864.34	7,075.41
		54000	TRAINING/TRAVEL	1,160.00	233.67	35.95	926.33
		54100	COMM - PHONE/FAX/ALARM	2,340.00	361.41	72.42	1,978.59
		54101	COMMUNICATIONS-CELLULAR	600.00	230.66	(24.64)	369.34
		54103	COMMUNICATIONS-INTERNET	5,835.00	2,015.14	569.48	3,819.86
		54200	POSTAGE	100.00	0.00	0.00	100.00
		54300	UTILITIES ELECTRIC	60,000.00	25,482.21	5,202.69	34,517.79
		54310	UTILITIES-WATER & WASTEWATER	10,200.00	6,722.55	1,971.59	3,477.45
		54500	INSURANCE	31,251.00	15,627.00	2,604.00	15,624.00
		54610	R/M BLDG & GROUNDS	10,000.00	1,800.00	0.00	8,200.00
		54611	R/M FACILITIES	36,574.00	11,414.43	708.74	25,159.57
		54620	R/M EQUIPMENT	57,000.00	8,407.73	2,429.10	48,592.27
		54630	R/M VEHICLES-LABOR	500.00	735.00	0.00	(235.00)
		54640	R/M VEHICLES-PARTS	500.00	412.45	0.00	87.55
		54800	PROMOTIONAL	13,400.00	10,171.70	2,216.14	3,228.30
		55100	OFFICE SUPPLIES	1,000.00	696.74	200.89	303.26
		55200	OPERATING SUPPLIES	175,029.00	103,397.39	18,670.88	58,581.61
		55210	UNIFORMS	3,000.00	1,400.00	0.00	1,600.00
		55220	JANITORIAL SUPPLIES	500.00	538.88	0.00	(38.88)
		55230	GAS/OIL	50,000.00	15,752.40	4,323.12	34,247.60
		55400	BOOKS/SUBS/DUES	10,600.00	405.00	0.00	10,195.00
		56300	IMPROVEMENTS	138,426.00	6,176.88	0.00	55,386.00
		56400	MACH/EQUIP	63,000.00	57,576.13	0.00	1,075.74
		56401	EQUIP-NON CAPITAL	600.00	1,688.00	0.00	(1,088.00)
	410 Total			**(1,328,592.00)**	**(1,557,495.15)**	**(92,473.26)**	**134,641.90**
410 Total				**(1,328,592.00)**	**(1,557,495.15)**	**(92,473.26)**	**134,641.90**
Grand Total				**(1,328,592.00)**	**(1,557,495.15)**	**(92,473.26)**	**134,641.90**

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107260	34716	TT FOOD & BEVERAGE	(20,000.00)	(6,680.67)	(1,430.90)	(13,319.33)
		34717	BAY RENTALS	(100,000.00)	(30,205.00)	(7,837.50)	(69,795.00)
		34790	TOPTRACER BAY SPONSORSHIP	(35,000.00)	(5,499.78)	(916.63)	(29,500.22)
		51350	PART TIME SALARIES	70,980.00	24,935.50	4,115.10	46,044.50
		51400	OVERTIME	0.00	1,378.60	0.00	(1,378.60)
		52100	FICA	5,430.00	2,013.00	314.80	3,417.00
		52400	WORKERS' COMP	1,967.00	983.00	164.00	984.00
		54103	COMMUNICATIONS-INTERNET	3,500.00	4,696.06	1,600.02	(1,196.06)
		54400	RENTALS/LEASES	30,000.00	10,000.00	2,000.00	20,000.00
		54611	R/M FACILITIES	10,000.00	2,870.60	1,289.85	7,129.40
		54800	PROMOTIONAL	2,500.00	600.00	0.00	1,900.00
		55200	OPERATING SUPPLIES	7,500.00	3.88	0.00	7,496.12
		55550	F&B COST OF SALES	8,000.00	1,514.10	364.62	6,485.90
	4107260 Total			**(15,123.00)**	**6,609.29**	**(336.64)**	**(21,732.29)**
410 Total				**(15,123.00)**	**6,609.29**	**(336.64)**	**(21,732.29)**
Grand Total				**(15,123.00)**	**6,609.29**	**(336.64)**	**(21,732.29)**

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Bay Rentals	100,000.00	30,205.00	7,837.50
Rental/ Leases	10,000.00	10,000.00	2,000.00
Gross Profit/(Loss)	90,000.00	20,205.00	5,837.50
Gross Profit %	0%	202.05%	291.88%
TT Food and Beverage	20,000.00	6,680.67	1,430.90
Food and Beverage Cost of Sales	8,000.00	1,514.10	364.62
Gross Profit/(Loss)	12,000.00	5,166.57	1,066.28
Gross Profit %	150.00%	341.23%	292.44%

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107261	34715	PRO SHOP SALES	(100,000.00)	(51,805.84)	(13,922.70)	(48,194.16)
		34719	GOLF INSTRUCTION	(30,000.00)	(7,657.95)	(2,200.00)	(22,342.05)
		51200	SALARIES	0.00	4,571.55	0.00	(4,571.55)
		51350	PART TIME SALARIES	49,608.00	21,255.99	3,971.55	28,352.01
		51400	OVERTIME	0.00	1,762.22	0.00	(1,762.22)
		52100	FICA	3,795.00	2,439.89	416.77	1,355.11
		52200	RETIREMENT	0.00	1,922.99	321.23	(1,922.99)
		52300	HEALTH INSUR	0.00	1,797.20	106.41	(1,797.20)
		52301	LIFE INSUR	0.00	34.51	8.91	(34.51)
		52400	WORKERS' COMP	1,563.00	783.00	130.00	780.00
		55545	PRO SHOP COST OF SALES	60,000.00	28,519.25	15,746.48	31,480.75
		54970	PROGRAM COSTS	24,000.00	4,331.20	1,487.20	19,668.80
	4107261 Total			**8,966.00**	**7,954.01**	**6,065.85**	**1,011.99**
410 Total				8,966.00	7,954.01	6,065.85	1,011.99
Grand Total				**8,966.00**	**7,954.01**	**6,065.85**	**1,011.99**

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Pro Shop Sales	130,000.00	59,463.79	16,122.70
Pro Shop Cost of Sales	114,966.00	67,417.80	20,701.35
Gross Profit/(Loss)	15,034.00	(7,954.01)	(4,578.65)
Gross Profit %	13.08%	-11.80%	-22.12%

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107262	34716	FOOD AND BEVERAGE	(445,000.00)	(186,583.37)	(47,344.94)	(258,416.63)
		34718	FACILITY RENTAL	(20,000.00)	(4,134.25)	(438.15)	(15,865.75)
		51200	SALARIES	61,634.00	28,600.15	4,741.08	33,033.85
		51350	PART TIME SALARIES	97,588.00	30,568.93	5,792.18	67,019.07
		51400	OVERTIME	0.00	1,120.78	0.00	(1,120.78)
		52100	FICA	12,180.00	4,441.74	775.00	7,738.26
		52200	RETIREMENT	13,313.00	6,177.67	1,024.08	7,135.33
		52300	HEALTH INSUR	13,005.00	6,507.03	1,084.50	6,497.97
		52301	LIFE INSUR	508.00	116.16	19.84	391.84
		52400	WORKERS' COMP	2,430.00	1,212.00	203.00	1,218.00
		53400	CONTRACTUAL	4,285.00	2,064.05	250.00	2,220.95
		54400	RENTALS/LEASES	2,640.00	1,440.00	250.00	1,200.00
		54620	R/M EQUIPMENT	4,450.00	0.00	0.00	4,450.00
		55200	OPERATING SUPPLIES	10,000.00	13,866.05	2,609.64	(3,866.05)
		55210	UNIFORMS	300.00	0.00	0.00	300.00
		55550	F&B COST OF SALES	160,000.00	66,773.74	23,606.82	93,226.26
	4107262 Total			**(82,667.00)**	**(27,829.32)**	**(7,426.95)**	**(54,837.68)**
410 Total				(82,667.00)	(27,829.32)	(7,426.95)	(54,837.68)
Grand Total				**(82,667.00)**	**(27,829.32)**	**(7,426.95)**	**(54,837.68)**

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Food and Beverage	465,000.00	190,717.62	47,783.09
Cost of Food and Bevrage	382,333.00	162,888.30	40,356.14
Gross Profit/(Loss)	82,667.00	27,829.32	7,426.95
Gross Profit %	21.62%	17.08%	18.40%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT								
420 33220	FAA GRANT	-1,590,741.00	-1,590,741.00	-1,194,557.40	-39,401.21	0.00	-396,183.60	75.1%
420 33323	FDOT GRANT	-729,584.00	-729,584.00	-570,097.62	-79,377.07	0.00	-159,486.38	78.1%
420 34704	RENTALS NON-TAXABLE	0.00	0.00	-1,210.00	-370.00	0.00	1,210.00	100.0%
420 34720	RENTALS	0.00	0.00	-1,450.40	-470.00	0.00	1,450.40	100.0%
420 34970	FUEL FLOW FEES	-28,000.00	-28,000.00	-16,498.48	-2,521.44	0.00	-11,501.52	58.9%
420 34971	LEASE PAYMENTS-LAND LEASE	-67,645.00	-67,645.00	-30,778.02	-5,129.67	0.00	-36,866.98	45.5%
420 34972	BUILDING LEASE	0.00	0.00	-1,074.77	-233.96	0.00	1,074.77	100.0%
420 34973	LAND LEASE- AMELIA RIVER	-212,688.00	-212,688.00	-115,777.60	-19,717.52	0.00	-96,910.40	54.4%
420 34974	LAND LEASE PAYMENTS-NON TAXABL	-73,864.00	-73,864.00	-36,754.04	-6,172.97	0.00	-37,109.96	49.8%
420 34975	RENT/LEASE PAYMENTS	-379,233.00	-379,233.00	-193,221.09	-32,553.58	0.00	-186,011.91	51.0%
420 34976	8 FLAGS RENT (TAXABLE)	-66,233.00	-66,233.00	-53,395.98	-8,899.33	0.00	-12,837.02	80.6%
420 34978	8 FLAGS RENT NON-TAXABLE	-58,877.00	-58,877.00	-1,824.60	-304.10	0.00	-57,052.40	3.1%
420 34979	TRANSIENT REVENUE	0.00	0.00	-7,250.33	-385.00	0.00	7,250.33	100.0%
420 36110	INTEREST	0.00	0.00	-17,048.99	-2,219.00	0.00	17,048.99	100.0%
420 36990	OTHER REVENUE	-66,000.00	-66,000.00	-31,836.47	-5,933.50	0.00	-34,163.53	48.2%
420 36991	AIRCRAFT PARKING REVENUE	-4,000.00	-4,000.00	-3,883.00	0.00	0.00	-117.00	97.1%
420 36992	GAIN ON SALE OF ASSET	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00	.0%
420 36995	LATE FEES	0.00	0.00	-1,011.50	-209.40	0.00	1,011.50	100.0%
420 38101	FROM GENERAL FUND	-297,420.00	-297,420.00	-148,710.00	-24,785.00	0.00	-148,710.00	50.0%
420 38910	CASH BALANCE FORWARD	-3,548,569.00	-3,548,569.00	0.00	0.00	0.00	-3,548,569.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51200	SALARIES						
	155,188.00	155,188.00	61,473.25	4,644.72	0.00	93,714.75	39.6%
420 51350	PART-TIME						
	18,234.00	18,234.00	9,109.29	1,689.85	0.00	9,124.71	50.0%
420 52100	FICA						
	13,266.00	13,266.00	5,087.67	483.41	0.00	8,178.33	38.4%
420 52200	RETIREMENT						
	33,520.00	33,520.00	13,278.21	1,003.26	0.00	20,241.79	39.6%
420 52300	HEALTH INSUR						
	29,547.00	29,547.00	11,610.92	774.42	0.00	17,936.08	39.3%
420 52301	LIFE INSUR						
	849.00	849.00	267.84	19.52	0.00	581.16	31.5%
420 52350	OPEB COSTS						
	1,756.00	1,756.00	880.00	146.00	0.00	876.00	50.1%
420 52400	WORKERS' COMP						
	2,689.00	2,689.00	1,345.00	224.00	0.00	1,344.00	50.0%
420 53100	PROFESSIONAL SERVICES						
	25,000.00	25,000.00	10,754.25	0.00	0.00	14,245.75	43.0%
420 53200	AUDITING						
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
420 53400	CONTRACTUAL						
	43,735.00	43,735.00	23,671.31	-533.80	0.00	20,063.69	54.1%
420 54000	TRAINING/TRAVEL						
	3,210.00	3,210.00	420.00	420.00	0.00	2,790.00	13.1%
420 54100	COMM - PHONE/FAX/ALARM						
	2,988.00	2,988.00	1,084.23	217.26	0.00	1,903.77	36.3%
420 54101	COMMUNICATIONS-CELLULAR						
	2,000.00	2,000.00	610.44	101.74	0.00	1,389.56	30.5%
420 54103	COMMUNICATIONS-INTERNET						
	5,922.00	5,922.00	1,113.00	185.50	0.00	4,809.00	18.8%
420 54200	POSTAGE						
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
420 54300	UTILITIES ELECTRIC						
	27,000.00	27,000.00	8,770.18	3,731.82	0.00	18,229.82	32.5%
420 54310	UTILITIES-WATER & WASTEWATER						
	12,200.00	12,200.00	5,188.40	1,876.94	0.00	7,011.60	42.5%
420 54500	INSURANCE						
	87,791.00	87,791.00	43,889.00	7,317.00	0.00	43,902.00	50.0%
420 54610	R/M BLDG & GROUNDS						
	129,000.00	129,000.00	42,941.75	10,568.15	22,570.00	63,488.25	50.8%
420 54611	R/M FACILITIES						
	40,500.00	40,500.00	5,582.65	1,778.96	0.00	34,917.35	13.8%
420 54620	R/M EQUIPMENT						
	3,000.00	3,000.00	2,103.61	1,500.00	0.00	896.39	70.1%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54630	R/M VEHICLES-LABOR						
	6,000.00	6,000.00	1,335.00	37.50	0.00	4,665.00	22.3%
420 54640	R/M VEHICLES-PARTS						
	7,500.00	7,500.00	5,154.47	3,283.57	0.00	2,345.53	68.7%
420 54700	PRINTING						
	650.00	650.00	380.00	0.00	0.00	270.00	58.5%
420 54800	PROMOTIONAL						
	750.00	750.00	130.59	0.00	0.00	619.41	17.4%
420 54910	BILLING COSTS						
	7,300.00	7,300.00	3,652.00	608.00	0.00	3,648.00	50.0%
420 55100	OFFICE SUPPLIES						
	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	.0%
420 55200	OPERATING SUPPLIES						
	2,180.00	2,180.00	1,020.64	950.82	0.00	1,159.36	46.8%
420 55210	UNIFORMS						
	400.00	400.00	0.00	0.00	0.00	400.00	.0%
420 55230	GAS/OIL						
	15,000.00	15,000.00	3,912.35	460.85	0.00	11,087.65	26.1%
420 55400	BOOKS/SUBS/DUES						
	525.00	525.00	330.00	0.00	0.00	195.00	62.9%
420 56200 19051	BUILDING						
	3,262,250.00	3,262,250.00	1,565,345.65	447,957.00	1,606,232.27	90,672.08	97.2%
420 56300 21035	IMPROVEMENTS						
	0.00	1,592,490.00	1,327,286.88	43,780.00	148,506.12	116,697.00	92.7%
420 56300 23002	IMPROVEMENTS						
	1,592,490.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56300 23029	IMPROVEMENTS						
	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	.0%
420 56300 23030	IMPROVEMENTS						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
420 56300 23031	IMPROVEMENTS						
	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	.0%
420 56300 23032	IMPROVEMENTS						
	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
420 56400	MACH/EQUIP						
	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
420 56401	EQUIP-NON CAPITAL						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100	PRINCIPAL						
	293,733.00	293,733.00	0.00	0.00	0.00	293,733.00	.0%
420 57200	INTEREST						
	118,212.00	118,212.00	58,248.19	58,248.19	0.00	59,963.81	49.3%
420 59990	RESERVE						
	652,698.00	652,698.00	0.00	0.00	0.00	652,698.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL AIRPORT	0.00	0.00	793,283.48	363,405.93	1,777,308.39	-2,570,591.87	100.0%
TOTAL REVENUES	-7,142,854.00	-7,142,854.00	-2,426,380.29	-228,682.75	0.00	-4,716,473.71	
TOTAL EXPENSES	7,142,854.00	7,142,854.00	3,219,663.77	592,088.68	1,777,308.39	2,145,881.84	
GRAND TOTAL	0.00	0.00	793,283.48	363,405.93	1,777,308.39	-2,570,591.87	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440	SANITATION			LY $1,374,994.70				
440	34340	GARBAGE FEES						
		-2,835,736.00	-2,835,736.00	-1,516,700.62	-253,983.86	0.00	-1,319,035.38	53.5%
440	34341	GARBAGE FEES - CITY OF FB						
		-400,800.00	-400,800.00	-215,621.42	-35,992.23	0.00	-185,178.58	53.8%
440	36110	INTEREST						
		0.00	0.00	-2,752.31	-544.93	0.00	2,752.31	100.0%
440	36990	OTHER REVENUE						
		-104,000.00	-104,000.00	-54,229.83	-2,575.06	0.00	-49,770.17	52.1%
440	38101	FROM GENERAL FUND						
		-40,000.00	-40,000.00	-20,002.00	-3,333.00	0.00	-19,998.00	50.0%
440	38910	CASH BALANCE FORWARD						
		-119,389.00	-119,389.00	0.00	0.00	0.00	-119,389.00	.0%
440	51200	SALARIES						
		116,769.00	116,769.00	54,247.79	8,963.20	0.00	62,521.21	46.5%
440	51400	OVERTIME						
		15,000.00	15,000.00	3,231.17	751.16	0.00	11,768.83	21.5%
440	52100	FICA						
		10,081.00	10,081.00	4,450.79	735.90	0.00	5,630.21	44.2%
440	52200	RETIREMENT						
		28,462.00	28,462.00	12,658.47	2,098.31	0.00	15,803.53	44.5%
440	52300	HEALTH INSUR						
		14,424.00	14,424.00	11,705.95	2,040.63	0.00	2,718.05	81.2%
440	52301	LIFE INSUR						
		379.00	379.00	224.60	37.60	0.00	154.40	59.3%
440	52400	WORKERS' COMP						
		3,821.00	3,821.00	1,913.00	318.00	0.00	1,908.00	50.1%
440	53200	AUDITING						
		7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
440	53400	CONTRACTUAL						
		280,912.00	280,912.00	62,596.23	23,948.32	82,000.00	136,315.77	51.5%
440	53440	SANITATION SERVICES EXPENSE						
		2,577,684.00	2,577,684.00	1,105,694.53	216,387.82	0.00	1,471,989.47	42.9%
440	54000	TRAINING/TRAVEL						
		5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
440	54400	RENTALS/LEASES						
		5,000.00	5,000.00	2,842.80	0.00	0.00	2,157.20	56.9%
440	54440	LAND RENT						
		35,000.00	35,000.00	15,986.28	2,664.38	0.00	19,013.72	45.7%
440	54610	R/M BLDG & GROUNDS						
		5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 54620	R/M EQUIPMENT						
	5,000.00	5,000.00	316.94	316.94	0.00	4,683.06	6.3%
440 54630	R/M VEHICLES-LABOR						
	10,000.00	10,000.00	3,990.00	1,485.00	0.00	6,010.00	39.9%
440 54640	R/M VEHICLES-PARTS						
	15,000.00	15,000.00	8,520.79	2,139.05	0.00	6,479.21	56.8%
440 54910	BILLING COSTS						
	92,000.00	92,000.00	45,998.00	7,667.00	0.00	46,002.00	50.0%
440 55100	OFFICE SUPPLIES						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
440 55200	OPERATING SUPPLIES						
	2,000.00	2,000.00	365.47	68.50	0.00	1,634.53	18.3%
440 55210	UNIFORMS						
	1,200.00	1,200.00	1,125.00	0.00	0.00	75.00	93.8%
440 55230	GAS/OIL						
	30,000.00	30,000.00	13,580.94	2,456.39	0.00	16,419.06	45.3%
440 55644	NON PROFIT KNB						
	5,000.00	5,000.00	597.21	0.00	0.00	4,402.79	11.9%
440 56400	MACH/EQUIP						
	165,000.00	189,999.00	189,999.00	0.00	0.00	0.00	100.0%
440 56401	NON CAP EQUIP						
	20,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
440 59990	RESERVE						
	48,822.00	33,823.00	0.00	0.00	0.00	33,823.00	.0%
TOTAL SANITATION							
	0.00	0.00	-265,574.22	-23,736.88	82,000.00	183,574.22	100.0%
	TOTAL REVENUES						
	-3,499,925.00	-3,499,925.00	-1,809,306.18	-296,429.08	0.00	-1,690,618.82	
	TOTAL EXPENSES						
	3,499,925.00	3,499,925.00	1,543,731.96	272,692.20	82,000.00	1,874,193.04	
	GRAND TOTAL						
	0.00	0.00	-265,574.22	-23,736.88	82,000.00	183,574.22	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER								
				LY $2,779,918				
450 34345	WASTEWATER CHARGES	-5,835,000.00	-5,835,000.00	-2,939,459.66	-484,033.20	0.00	-2,895,540.34	50.4%
450 34530	SEPTIC DUMPING	-50,000.00	-50,000.00	-31,132.80	-4,968.00	0.00	-18,867.20	62.3%
450 34535	WASTEWATER TAP FEES	-31,250.00	-31,250.00	-43,125.00	-6,750.00	0.00	11,875.00	138.0%
450 34910	WASTEWATER MISCELLANEOUS FEES	-5,000.00	-5,000.00	-54,405.52	-10,993.42	0.00	49,405.52	1088.1%
450 36110	INTEREST	-90,000.00	-90,000.00	-41,540.38	-4,615.54	0.00	-48,459.62	46.2%
450 36120	UNREALIZED GAIN	0.00	0.00	-1,067.22	0.00	0.00	1,067.22	100.0%
450 36992	GAIN ON SALE OF ASSET	0.00	0.00	-7,135.68	0.00	0.00	7,135.68	100.0%
450 38910	CASH BALANCE FORWARD	-6,157,870.00	-6,157,870.00	0.00	0.00	0.00	-6,157,870.00	.0%
450 51200	SALARIES	800,012.00	800,012.00	358,276.12	60,044.61	0.00	441,735.88	44.8%
450 51210	WC REIMB	0.00	0.00	-880.54	0.00	0.00	880.54	100.0%
450 51350	PART-TIME	34,318.00	34,318.00	17,721.22	2,896.70	0.00	16,596.78	51.6%
450 51400	OVERTIME	143,000.00	143,000.00	57,889.67	7,931.63	0.00	85,110.33	40.5%
450 52100	FICA	70,332.00	70,332.00	32,404.89	5,199.43	0.00	37,927.11	46.1%
450 52200	RETIREMENT	191,170.00	191,170.00	87,632.21	14,682.85	0.00	103,537.79	45.8%
450 52300	HEALTH INSUR	115,074.00	115,074.00	74,373.40	12,428.18	0.00	40,700.60	64.6%
450 52301	LIFE INSUR	2,983.00	2,983.00	1,466.45	251.29	0.00	1,516.55	49.2%
450 52350	OPEB COSTS	15,361.00	15,361.00	7,681.00	1,280.00	0.00	7,680.00	50.0%
450 52400	WORKERS' COMP	12,225.00	12,225.00	6,111.00	1,019.00	0.00	6,114.00	50.0%
450 53100	PROFESSIONAL SERVICES	225,000.00	222,000.00	18,218.24	3,733.24	11,256.50	192,525.26	13.3%
450 53200	AUDITING	15,561.00	15,561.00	7,779.00	1,297.00	0.00	7,782.00	50.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 53400	CONTRACTUAL						
	184,946.00	184,946.00	160,548.23	36,314.88	0.00	24,397.77	86.8%
450 54000	TRAINING/TRAVEL						
	32,575.00	32,575.00	6,468.58	1,016.25	0.00	26,106.42	19.9%
450 54100	COMM - PHONE/FAX/ALARM						
	3,900.00	3,900.00	481.88	96.56	0.00	3,418.12	12.4%
450 54101	COMMUNICATIONS-CELLULAR						
	5,000.00	5,000.00	1,403.44	270.44	0.00	3,596.56	28.1%
450 54103	COMMUNICATIONS-INTERNET						
	1,800.00	4,800.00	2,165.55	363.39	0.00	2,634.45	45.1%
450 54200	POSTAGE						
	3,000.00	3,000.00	71.67	0.00	0.00	2,928.33	2.4%
450 54300	UTILITIES ELECTRIC						
	189,000.00	189,000.00	128,905.86	9,493.43	0.00	60,094.14	68.2%
450 54310	UTILITIES-WATER & WASTEWATER						
	35,000.00	35,000.00	7,782.29	2,708.06	0.00	27,217.71	22.2%
450 54320	UTILITIES-PROPANE/OTHER						
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500	INSURANCE						
	32,009.00	32,009.00	16,001.00	2,668.00	0.00	16,008.00	50.0%
450 54610	R/M BLDG & GROUNDS						
	38,700.00	38,700.00	23,405.86	1,475.86	0.00	15,294.14	60.5%
450 54611	R/M FACILITIES						
	34,500.00	34,500.00	8,361.94	0.00	0.00	26,138.06	24.2%
450 54620	R/M EQUIPMENT						
	211,000.00	211,000.00	26,757.18	2,063.63	13,303.34	170,939.48	19.0%
450 54630	R/M VEHICLES-LABOR						
	20,000.00	20,000.00	5,632.50	855.00	0.00	14,367.50	28.2%
450 54640	R/M VEHICLES-PARTS						
	35,000.00	35,000.00	11,426.51	1,767.94	0.00	23,573.49	32.6%
450 54910	BILLING COSTS						
	200,000.00	200,000.00	99,998.00	16,667.00	0.00	100,002.00	50.0%
450 54920	UTILITY ADMIN COSTS						
	294,330.00	294,330.00	147,162.00	24,528.00	0.00	147,168.00	50.0%
450 55100	OFFICE SUPPLIES						
	1,100.00	1,100.00	491.06	164.04	0.00	608.94	44.6%
450 55200	OPERATING SUPPLIES						
	272,130.00	272,130.00	81,389.22	16,479.22	14,393.76	176,347.02	35.2%
450 55210	UNIFORMS						
	10,525.00	10,525.00	5,700.00	0.00	0.00	4,825.00	54.2%
450 55220	JANITORIAL SUPPLIES						
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
450 55230	GAS/OIL						
	32,000.00	32,000.00	13,390.98	2,609.47	0.00	18,609.02	41.8%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55240	CHEMICALS						
	70,000.00	70,000.00	40,321.98	12,765.99	0.00	29,678.02	57.6%
450 55300	ROAD MATERIALS						
	8,000.00	8,000.00	1,604.80	0.00	0.00	6,395.20	20.1%
450 55400	BOOKS/SUBS/DUES						
	1,900.00	1,900.00	303.05	6.25	0.00	1,596.95	16.0%
450 56300	IMPROVEMENTS						
	700,000.00	321,400.00	0.00	-292,835.40	0.00	321,400.00	.0%
450 56300 21038	IMPROVEMENTS						
	0.00	0.00	278,361.40	278,361.40	71,638.60	-350,000.00	100.0%
450 56300 22009	IMPROVEMENTS						
	0.00	0.00	14,474.00	14,474.00	0.00	-14,474.00	100.0%
450 56300 23014	IMPROVEMENTS						
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
450 56300 23015	IMPROVEMENTS						
	100,000.00	104,000.00	102,107.93	0.00	0.03	1,892.04	98.2%
450 56300 23016	IMPROVEMENTS						
	200,000.00	200,000.00	74,658.45	0.00	81,184.60	44,156.95	77.9%
450 56300 23017	IMPROVEMENTS						
	50,000.00	100,000.00	100,000.00	0.00	0.00	0.00	100.0%
450 56300 23018	IMPROVEMENTS						
	50,000.00	50,000.00	0.00	0.00	5,259.12	44,740.88	10.5%
450 56300 23035	IMPROVEMENTS						
	0.00	250,000.00	174,342.76	114,819.00	18,970.00	56,687.24	77.3%
450 56300 23055	IMPROVEMENTS						
	0.00	398,811.00	0.00	0.00	398,810.44	0.56	100.0%
450 56400	MACH/EQUIP						
	547,103.00	645,703.00	428,703.28	10,382.52	176,194.00	40,805.72	93.7%
450 56401	EQUIP-NON CAPITAL						
	23,500.00	23,500.00	0.00	0.00	0.00	23,500.00	.0%
450 59100	TRANSFER TO GENERAL FUND						
	360,000.00	360,000.00	180,000.00	30,000.00	0.00	180,000.00	50.0%
450 59230	TRANSFER TO UTIL ACQ DS						
	236,598.00	236,598.00	118,296.00	19,717.00	0.00	118,302.00	50.0%
450 59330	TRANSFER TO WW CAPITAL						
	500,000.00	500,000.00	249,998.00	41,667.00	0.00	250,002.00	50.0%
450 59410	TRANSFER TO GOLF						
	1,360,208.00	1,360,208.00	1,360,208.00	0.00	0.00	0.00	100.0%
450 59460	TRANSFER TO WATER FUND						
	600,000.00	600,000.00	300,000.00	50,000.00	0.00	300,000.00	50.0%
450 59480	TRANSFER TO MARINA						
	3,014,418.00	3,014,418.00	3,014,418.00	0.00	0.00	0.00	100.0%
450 59990	RESERVE						
	1,025,542.00	602,731.00	0.00	0.00	0.00	602,731.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTEWATER						
0.00	0.00	4,736,147.80	-1,697.30	791,010.39	-5,527,158.19	100.0%
TOTAL REVENUES						
-12,169,120.00	-12,169,120.00	-3,117,866.26	-511,360.16	0.00	-9,051,253.74	
TOTAL EXPENSES						
12,169,120.00	12,169,120.00	7,854,014.06	509,662.86	791,010.39	3,524,095.55	
GRAND TOTAL						
0.00	0.00	4,736,147.80	-1,697.30	791,010.39	-5,527,158.19	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER				LY $2,049,555				
460 34346	WATER CHARGES	-4,555,000.00	-4,555,000.00	-2,249,522.48	-364,469.55	0.00	-2,305,477.52	49.4%
460 34610	WATER TAP CHARGES	-53,560.00	-53,560.00	-53,750.04	-6,770.84	0.00	190.04	100.4%
460 34620	WATER METER INSTALLATION FEES	-37,801.00	-37,801.00	-19,867.11	-3,554.43	0.00	-17,933.89	52.6%
460 34621	WATER NONPAY RECONNECT FEE	-30,000.00	-30,000.00	-35,173.12	-7,450.62	0.00	5,173.12	117.2%
460 34910	MISCELLANEOUS FEES	-10,712.00	-10,712.00	-4,380.00	-100.00	0.00	-6,332.00	40.9%
460 36110	INTEREST	-79,745.00	-79,745.00	-31,846.52	-6,598.08	0.00	-47,898.48	39.9%
460 36120	UNREALIZED GAIN	0.00	0.00	-939.44	-295.72	0.00	939.44	100.0%
460 36323	EXTENSION CHARGES	-24,720.00	-24,720.00	-18,275.02	-10,904.17	0.00	-6,444.98	73.9%
460 36992	GAIN ON SALE OF ASSET	0.00	0.00	-51,065.00	0.00	0.00	51,065.00	100.0%
460 36995	LATE FEES	-16,322.00	-16,322.00	-10,937.16	-1,407.45	0.00	-5,384.84	67.0%
460 38145	FROM WASTEWATER	-600,000.00	-600,000.00	-300,000.00	-50,000.00	0.00	-300,000.00	50.0%
460 38910	CASH BALANCE FORWARD	-5,929,205.00	-5,929,205.00	0.00	0.00	0.00	-5,929,205.00	.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	687,299.00	687,299.00	323,761.89	59,782.33	0.00	363,537.11	47.1%
460 51400	OVERTIME	150,000.00	150,000.00	65,021.85	11,600.00	0.00	84,978.15	43.3%
460 52100	FICA	64,053.00	64,053.00	28,868.38	5,199.32	0.00	35,184.62	45.1%
460 52200	RETIREMENT	180,857.00	180,857.00	79,222.41	15,418.60	0.00	101,634.59	43.8%
460 52300	HEALTH INSUR	168,303.00	168,303.00	71,800.33	12,874.90	0.00	96,502.67	42.7%
460 52301	LIFE INSUR	4,154.00	4,154.00	1,332.27	251.75	0.00	2,821.73	32.1%
460 52350	OPEB COSTS	14,483.00	14,483.00	7,241.00	1,207.00	0.00	7,242.00	50.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400	WORKERS' COMP						
	15,717.00	15,717.00	7,857.00	1,310.00	0.00	7,860.00	50.0%
460 53100	PROFESSIONAL SERVICES						
	193,000.00	193,000.00	4,044.00	0.00	2,300.00	186,656.00	3.3%
460 53200	AUDITING						
	10,647.00	10,647.00	5,325.00	887.00	0.00	5,322.00	50.0%
460 53400	CONTRACTUAL						
	104,870.00	104,870.00	30,449.66	2,761.14	15,570.00	58,850.34	43.9%
460 54000	TRAINING/TRAVEL						
	40,558.00	40,558.00	9,027.04	25.00	0.00	31,530.96	22.3%
460 54100	COMM - PHONE/FAX/ALARM						
	2,500.00	2,500.00	621.10	124.45	0.00	1,878.90	24.8%
460 54101	COMMUNICATIONS-CELLULAR						
	10,000.00	10,000.00	2,396.77	144.49	0.00	7,603.23	24.0%
460 54103	COMMUNICATIONS-INTERNET						
	10,500.00	10,500.00	2,142.43	362.50	0.00	8,357.57	20.4%
460 54200	POSTAGE						
	1,825.00	1,825.00	0.00	0.00	0.00	1,825.00	.0%
460 54300	UTILITIES ELECTRIC						
	297,000.00	297,000.00	88,869.49	16,941.32	0.00	208,130.51	29.9%
460 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	295.20	74.12	0.00	704.80	29.5%
460 54320	UTILITIES-PROPANE/OTHER						
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440	LAND RENT						
	25,000.00	25,000.00	9,624.78	1,604.13	0.00	15,375.22	38.5%
460 54500	INSURANCE						
	21,170.00	21,170.00	10,586.00	1,764.00	0.00	10,584.00	50.0%
460 54610	R/M BLDG & GROUNDS						
	98,000.00	98,000.00	52,327.73	12,607.22	0.00	45,672.27	53.4%
460 54611	R/M FACILITIES						
	44,500.00	44,500.00	3,361.31	708.30	0.00	41,138.69	7.6%
460 54620	R/M EQUIPMENT						
	245,000.00	125,000.00	28,006.46	161.95	0.00	96,993.54	22.4%
460 54630	R/M VEHICLES-LABOR						
	12,000.00	12,000.00	4,597.50	1,072.50	0.00	7,402.50	38.3%
460 54640	R/M VEHICLES-PARTS						
	25,000.00	25,000.00	10,278.37	1,563.76	0.00	14,721.63	41.1%
460 54800	PROMOTIONAL						
	10,000.00	10,000.00	200.00	0.00	0.00	9,800.00	2.0%
460 54910	BILLING COSTS						
	200,000.00	200,000.00	99,998.00	16,667.00	0.00	100,002.00	50.0%
460 54920	UTILITY ADMIN COSTS						
	294,330.00	294,330.00	147,162.00	24,528.00	0.00	147,168.00	50.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100 OFFICE SUPPLIES	2,500.00	2,500.00	1,287.18	230.29	0.00	1,212.82	51.5%
460 55200 OPERATING SUPPLIES	264,430.00	264,430.00	119,127.60	21,749.67	8,370.00	136,932.40	48.2%
460 55210 UNIFORMS	11,100.00	11,100.00	5,700.00	0.00	0.00	5,400.00	51.4%
460 55220 JANITORIAL SUPPLIES	3,000.00	3,000.00	129.69	30.36	0.00	2,870.31	4.3%
460 55230 GAS/OIL	52,000.00	52,000.00	20,235.09	4,053.91	0.00	31,764.91	38.9%
460 55240 CHEMICALS	36,000.00	36,000.00	29,400.00	0.00	0.00	6,600.00	81.7%
460 55300 ROAD MATERIALS	8,000.00	8,000.00	1,604.80	0.00	0.00	6,395.20	20.1%
460 55400 BOOKS/SUBS/DUES	6,140.00	6,140.00	562.80	0.00	0.00	5,577.20	9.2%
460 56200 BUILDING	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
460 56300 IMPROVEMENTS	1,350,000.00	1,018,436.42	0.00	-2,590.00	0.00	1,018,436.42	.0%
460 56300 22003 IMPROVEMENTS	0.00	95,600.00	0.00	0.00	95,600.00	0.00	100.0%
460 56300 22004 IMPROVEMENTS	0.00	0.00	2,590.00	2,590.00	0.00	-2,590.00	100.0%
460 56300 23019 IMPROVEMENTS	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0%
460 56300 23020 IMPROVEMENTS	380,000.00	380,000.00	408,242.94	19,750.00	0.00	-28,242.94	107.4%
460 56300 23021 IMPROVEMENTS	0.00	235,963.58	0.00	0.00	235,963.58	0.00	100.0%
460 56300 23022 IMPROVEMENTS	135,000.00	135,000.00	0.00	0.00	134,836.10	163.90	99.9%
460 56300 23025 IMPROVEMENTS	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
460 56300 23048 IMPROVEMENTS	0.00	60,000.00	0.00	0.00	59,913.00	87.00	99.9%
460 56300 23049 IMPROVEMENTS	0.00	60,000.00	0.00	0.00	59,913.00	87.00	99.9%
460 56400 MACH/EQUIP	265,857.00	265,857.00	132,780.98	0.00	101,925.64	31,150.38	88.3%
460 56401 EQUIP-NON CAPITAL	34,500.00	34,500.00	4,670.61	2,317.25	0.00	29,829.39	13.5%
460 59100 TRANSFER TO GENERAL FUND	180,000.00	180,000.00	90,000.00	15,000.00	0.00	90,000.00	50.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 59230	TRANSFER TO UTIL ACQ DS						
	1,991,895.00	1,991,895.00	995,949.00	165,991.00	0.00	995,946.00	50.0%
460 59910	CONTINGENCY R & R						
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990	RESERVE						
	3,508,877.00	3,508,877.00	0.00	0.00	0.00	3,508,877.00	.0%
TOTAL WATER							
	0.00	0.00	150,942.77	-32,787.60	714,391.32	-865,334.09	100.0%
TOTAL REVENUES							
	-11,537,065.00	-11,537,065.00	-2,775,755.89	-451,550.86	0.00	-8,761,309.11	
TOTAL EXPENSES							
	11,537,065.00	11,537,065.00	2,926,698.66	418,763.26	714,391.32	7,895,975.02	
GRAND TOTAL							
	0.00	0.00	150,942.77	-32,787.60	714,391.32	-865,334.09	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER								
470 33400	STATE GRANT	-775,625.00	-775,625.00	LY $451.110 0.00	0.00	0.00	-775,625.00	.0%
470 34347	WATER DRAINAGE FEES	-925,000.00	-925,000.00	-462,753.48	-78,246.73	0.00	-462,246.52	50.0%
470 38910	CASH BALANCE FORWARD	-130,438.00	-130,438.00	0.00	0.00	0.00	-130,438.00	.0%
470 51200	SALARIES	276,815.00	276,815.00	117,001.02	20,099.52	0.00	159,813.98	42.3%
470 51400	OVERTIME	25,000.00	25,000.00	5,132.39	1,125.63	0.00	19,867.61	20.5%
470 52100	FICA	22,624.00	22,624.00	9,473.13	1,613.73	0.00	13,150.87	41.9%
470 52200	RETIREMENT	65,192.00	65,192.00	26,888.48	4,584.64	0.00	38,303.52	41.2%
470 52300	HEALTH INSUR	82,624.00	82,624.00	22,076.51	4,294.89	0.00	60,547.49	26.7%
470 52301	LIFE INSUR	1,226.00	1,226.00	479.40	79.08	0.00	746.60	39.1%
470 52350	OPEB COSTS	2,194.00	2,194.00	1,096.00	183.00	0.00	1,098.00	50.0%
470 52400	WORKERS' COMP	4,527.00	4,527.00	2,265.00	377.00	0.00	2,262.00	50.0%
470 53100	PROFESSIONAL SERVICES	145,000.00	145,000.00	8,433.75	130.00	1,325.00	135,241.25	6.7%
470 53200	AUDITING	6,552.00	6,552.00	3,276.00	546.00	0.00	3,276.00	50.0%
470 53400	CONTRACTUAL	54,053.00	54,053.00	40,712.44	2,416.86	0.00	13,340.56	75.3%
470 54000	TRAINING/TRAVEL	9,858.00	9,858.00	3,937.33	420.00	0.00	5,920.67	39.9%
470 54100	COMM - PHONE/FAX/ALARM	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101	COMMUNICATIONS-CELLULAR	2,500.00	2,500.00	1,274.83	262.27	0.00	1,225.17	51.0%
470 54103	COMMUNICATIONS-INTERNET	1,800.00	1,800.00	558.12	101.81	0.00	1,241.88	31.0%
470 54200	POSTAGE	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300	UTILITIES ELECTRIC	3,600.00	3,600.00	1,953.82	590.34	0.00	1,646.18	54.3%

City of Fernandina Beach
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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	382.96	61.00	0.00	617.04	38.3%
470 54400	RENTALS/LEASES						
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 54500	INSURANCE						
	6,665.00	6,665.00	3,329.00	556.00	0.00	3,336.00	49.9%
470 54610	R/M BLDG & GROUNDS						
	1,500.00	1,500.00	1,387.69	0.00	0.00	112.31	92.5%
470 54611	R/M FACILITIES						
	8,500.00	8,500.00	412.29	0.00	0.00	8,087.71	4.9%
470 54620	R/M EQUIPMENT						
	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
470 54630	R/M VEHICLES-LABOR						
	7,500.00	7,500.00	2,190.00	37.50	0.00	5,310.00	29.2%
470 54640	R/M VEHICLES-PARTS						
	10,000.00	10,000.00	5,821.41	1,937.78	0.00	4,178.59	58.2%
470 54700	PRINTING						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
470 54800	PROMOTIONAL						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910	BILLING COSTS						
	35,000.00	35,000.00	17,498.00	2,917.00	0.00	17,502.00	50.0%
470 54920	UTILITY ADMIN COSTS						
	30,000.00	30,000.00	15,000.00	2,500.00	0.00	15,000.00	50.0%
470 55100	OFFICE SUPPLIES						
	3,000.00	3,000.00	387.81	114.44	0.00	2,612.19	12.9%
470 55200	OPERATING SUPPLIES						
	144,330.00	124,250.00	39,425.86	12,432.80	29,266.00	55,558.14	55.3%
470 55210	UNIFORMS						
	3,900.00	3,900.00	2,350.00	0.00	0.00	1,550.00	60.3%
470 55230	GAS/OIL						
	15,000.00	15,000.00	4,303.77	1,144.38	0.00	10,696.23	28.7%
470 55400	BOOKS/SUBS/DUES						
	910.00	910.00	500.00	0.00	0.00	410.00	54.9%
470 56300	IMPROVEMENTS						
	0.00	0.00	0.00	-92.00	12,946.00	-12,946.00	100.0%
470 56300 18002	IMPROVEMENTS						
	1,474,020.00	1,474,020.00	92.00	92.00	1,849,049.53	-375,121.53	125.4%
470 56300 21037	IMPROVEMENTS						
	150,000.00	150,000.00	59,364.65	0.00	40,271.50	50,363.85	66.4%
470 56300 22013	IMPROVEMENTS						
	250,000.00	250,000.00	0.00	0.00	81,750.00	168,250.00	32.7%
470 56300 22014	IMPROVEMENTS						
	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%

City of Fernandina Beach
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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56400	MACH/EQUIP						
	184,533.00	199,613.00	0.00	0.00	199,613.00	0.00	100.0%
470 56401	EQUIP-NON CAPITAL						
	0.00	5,000.00	2,141.06	0.00	0.00	2,858.94	42.8%
470 57100	PRINCIPAL						
	104,607.00	104,607.00	104,607.88	65,467.48	0.00	-0.88	100.0%
470 57200	INTEREST						
	11,965.00	11,965.00	11,964.24	7,891.92	0.00	0.76	100.0%
470 59990	RESERVE						
	-1,462,198.00	-1,462,198.00	0.00	0.00	0.00	-1,462,198.00	.0%
TOTAL STORMWATER							
	0.00	0.00	52,963.36	53,638.34	2,214,221.03	-2,267,184.39	100.0%
	TOTAL REVENUES						
	-1,831,063.00	-1,831,063.00	-462,753.48	-78,246.73	0.00	-1,368,309.52	
	TOTAL EXPENSES						
	1,831,063.00	1,831,063.00	515,716.84	131,885.07	2,214,221.03	-898,874.87	
	GRAND TOTAL						
	0.00	0.00	52,963.36	53,638.34	2,214,221.03	-2,267,184.39	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33410 FL INLAND NAVIGATION REVENUE	0.00	0.00	5,738.00	5,738.00	0.00	-5,738.00	100.0%
480 34750 SLIP RENTALS - PERMANENT	-435,000.00	-435,000.00	-211,800.00	-35,675.00	0.00	-223,200.00	48.7%
480 34755 SLIP RENTALS - TRANSIENT	-1,156,585.00	-1,156,585.00	-517,495.07	-99,621.64	0.00	-639,089.93	44.7%
480 34757 SLIP RENTALS - NON-TAXABLE	-5,000.00	-5,000.00	-13,618.08	-5,502.37	0.00	8,618.08	272.4%
480 34759 DOCK STORE RENT	0.00	0.00	-3,124.51	-714.05	0.00	3,124.51	100.0%
480 34760 BUSINESS RENTALS	-35,000.00	-35,000.00	-12,905.34	-2,150.89	0.00	-22,094.66	36.9%
480 34762 MOORINGS-TAXABLE	-90,750.00	-90,750.00	-33,301.19	-6,254.46	0.00	-57,448.81	36.7%
480 34763 MOORINGS - NON TAXABLE	0.00	0.00	-2,117.01	0.00	0.00	2,117.01	100.0%
480 34767 SERVICES-TAXABLE	-7,050.00	-7,050.00	-565.12	-112.08	0.00	-6,484.88	8.0%
480 34770 FUEL-DIESEL	-1,837,500.00	-1,837,500.00	-197,043.69	-60,027.22	0.00	-1,640,456.31	10.7%
480 34771 FUEL-GAS	-546,250.00	-546,250.00	-97,158.67	-32,621.37	0.00	-449,091.33	17.8%
480 34775 FUEL-DISCOUNTS DIESEL	0.00	0.00	885.35	231.54	0.00	-885.35	100.0%
480 34776 FUEL-DISCOUNTS GAS	0.00	0.00	844.17	365.81	0.00	-844.17	100.0%
480 36110 INTEREST	0.00	0.00	-1,452.43	-620.28	0.00	1,452.43	100.0%
480 36215 NON-TAXABLE RENT	0.00	0.00	190.56	3,599.11	0.00	-190.56	100.0%
480 36990 OTHER REVENUE	-960.00	-960.00	-1,842.51	-406.85	0.00	882.51	191.9%
480 38101 FROM GENERAL FUND	-726,101.00	-726,101.00	-363,047.00	-60,509.00	0.00	-363,054.00	50.0%
480 38145 FROM WASTEWATER	-3,014,418.00	-3,014,418.00	-3,014,418.00	0.00	0.00	0.00	100.0%
480 38910 CASH BALANCE FORWARD	2,963,644.00	2,963,644.00	0.00	0.00	0.00	2,963,644.00	.0%
480 53100 PROFESSIONAL SERVICES	27,600.00	27,600.00	22,790.89	2,295.00	0.00	4,809.11	82.6%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 53200	AUDITING						
	7,371.00	7,371.00	3,687.00	614.00	0.00	3,684.00	50.0%
480 53400	CONTRACTUAL						
	544,532.00	544,532.00	266,304.62	38,607.49	0.00	278,227.38	48.9%
480 54000	TRAINING/TRAVEL						
	1,900.00	1,900.00	10.00	0.00	0.00	1,890.00	.5%
480 54100	COMM - PHONE/FAX/ALARM						
	4,260.00	4,260.00	2,106.53	472.26	0.00	2,153.47	49.4%
480 54103	COMMUNICATIONS-INTERNET						
	13,800.00	13,800.00	2,641.11	617.57	0.00	11,158.89	19.1%
480 54200	POSTAGE						
	0.00	0.00	117.89	0.00	0.00	-117.89	100.0%
480 54300	UTILITIES ELECTRIC						
	13,200.00	13,200.00	4,122.97	607.12	0.00	9,077.03	31.2%
480 54310	UTILITIES-WATER & WASTEWATER						
	16,800.00	16,800.00	8,864.62	895.90	0.00	7,935.38	52.8%
480 54500	INSURANCE						
	552,604.00	552,604.00	276,442.15	47,126.69	0.00	276,161.85	50.0%
480 54610	R/M BLDG & GROUNDS						
	7,200.00	7,200.00	61,026.25	29.75	0.00	-53,826.25	847.6%
480 54611	R/M FACILITIES						
	13,500.00	13,500.00	6,895.14	8.12	0.00	6,604.86	51.1%
480 54620	R/M EQUIPMENT						
	9,000.00	9,000.00	32,859.76	5,900.87	0.00	-23,859.76	365.1%
480 54630	R/M VEHICLES-LABOR						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54640	R/M VEHICLES-PARTS						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54800	PROMOTIONAL						
	62,100.00	62,100.00	16,949.75	4,942.79	0.00	45,150.25	27.3%
480 55100	OFFICE SUPPLIES						
	3,750.00	3,750.00	2,220.28	339.08	0.00	1,529.72	59.2%
480 55200	OPERATING SUPPLIES						
	212,686.00	212,686.00	56,804.03	13,588.91	0.00	155,881.97	26.7%
480 55210	UNIFORMS						
	4,000.00	4,000.00	2,093.86	638.17	0.00	1,906.14	52.3%
480 55220	JANITORIAL SUPPLIES						
	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	.0%
480 55400	BOOKS/SUBS/DUES						
	0.00	0.00	191.32	-1,837.62	0.00	-191.32	100.0%
480 55510	FUEL FOR RESALE						
	1,715,955.00	1,715,955.00	201,892.97	62,540.36	0.00	1,514,062.03	11.8%
480 56200 23034	BUILDING						
	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 56400	MACH/EQUIP						
	20,000.00	13,000.00	0.00	0.00	0.00	13,000.00	.0%
480 56401	EQUIP-NON CAPITAL						
	0.00	7,000.00	0.00	0.00	6,806.00	194.00	97.2%
480 57100	PRINCIPAL						
	590,677.00	590,677.00	66,849.00	11,141.50	0.00	523,828.00	11.3%
480 57200	INTEREST						
	135,424.00	135,424.00	49,054.65	41,179.60	0.00	86,369.35	36.2%
480 59990	RESERVE						
	897,811.00	897,811.00	0.00	0.00	0.00	897,811.00	.0%
TOTAL MARINA							
	0.00	0.00	-3,378,305.75	-64,573.19	6,806.00	3,371,499.75	100.0%
	TOTAL REVENUES						
	-4,890,970.00	-4,890,970.00	-4,462,230.54	-294,280.75	0.00	-428,739.46	
	TOTAL EXPENSES						
	4,890,970.00	4,890,970.00	1,083,924.79	229,707.56	6,806.00	3,800,239.21	
	GRAND TOTAL						
	0.00	0.00	-3,378,305.75	-64,573.19	6,806.00	3,371,499.75	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110 INTEREST	0.00	0.00	-755.00	-113.82	0.00	755.00	100.0%
510 36990 OTHER REVENUE	-3,000.00	-3,000.00	-2,473.15	-861.00	0.00	-526.85	82.4%
510 36992 GAIN ON SALE OF ASSET	-75,000.00	-75,000.00	-45,178.22	0.00	0.00	-29,821.78	60.2%
510 38040 PARTS	0.00	0.00	839.24	-5.29	0.00	-839.24	100.0%
510 38045 LABOR	0.00	0.00	-562.50	-45.00	0.00	562.50	100.0%
510 38053 GAS/OIL	-546,700.00	-546,700.00	-220,144.95	-42,181.64	0.00	-326,555.05	40.3%
510 38910 CASH BALANCE FORWARD	-133,172.00	-133,172.00	0.00	0.00	0.00	-133,172.00	.0%
TOTAL FLEET	-757,872.00	-757,872.00	-268,274.58	-43,206.75	0.00	-489,597.42	35.4%
TOTAL REVENUES	-757,872.00	-757,872.00	-268,274.58	-43,206.75	0.00	-489,597.42	
5101000 GENERAL FUND							
5101000 38040 PARTS	-248,500.00	-248,500.00	-117,200.59	-15,391.81	0.00	-131,299.41	47.2%
5101000 38045 LABOR	-208,250.00	-208,250.00	-104,126.00	-17,354.00	0.00	-104,124.00	50.0%
TOTAL GENERAL FUND	-456,750.00	-456,750.00	-221,326.59	-32,745.81	0.00	-235,423.41	48.5%
TOTAL REVENUES	-456,750.00	-456,750.00	-221,326.59	-32,745.81	0.00	-235,423.41	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040 PARTS	0.00	0.00	-457.05	0.00	0.00	457.05	100.0%

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-457.05	0.00	0.00	457.05	100.0%
TOTAL REVENUES	0.00	0.00	-457.05	0.00	0.00	457.05	
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	-202.50	0.00	0.00	-1,797.50	10.1%
TOTAL FLEET BUILDING/PERMITTING	-4,500.00	-4,500.00	-202.50	0.00	0.00	-4,297.50	4.5%
TOTAL REVENUES	-4,500.00	-4,500.00	-202.50	0.00	0.00	-4,297.50	
5103900 CEMETERY							
5103900 38040 PARTS	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
5103900 38045 LABOR	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
TOTAL CEMETERY	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
TOTAL REVENUES	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	
5104100 GOLF COURSE							
5104100 38040 PARTS	-500.00	-500.00	-320.40	0.00	0.00	-179.60	64.1%
5104100 38045 LABOR	-500.00	-500.00	-735.00	0.00	0.00	235.00	147.0%
TOTAL GOLF COURSE	-1,000.00	-1,000.00	-1,055.40	0.00	0.00	55.40	105.5%
TOTAL REVENUES	-1,000.00	-1,000.00	-1,055.40	0.00	0.00	55.40	

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 AIRPORT							
5104200 38040 PARTS	-7,500.00	-7,500.00	-5,154.47	-3,283.57	0.00	-2,345.53	68.7%
5104200 38045 LABOR	-6,000.00	-6,000.00	-1,335.00	-37.50	0.00	-4,665.00	22.3%
TOTAL AIRPORT	-13,500.00	-13,500.00	-6,489.47	-3,321.07	0.00	-7,010.53	48.1%
TOTAL REVENUES	-13,500.00	-13,500.00	-6,489.47	-3,321.07	0.00	-7,010.53	
5104400 SANITATION							
5104400 38040 PARTS	-15,000.00	-15,000.00	-8,520.79	-2,139.05	0.00	-6,479.21	56.8%
5104400 38045 LABOR	-10,000.00	-10,000.00	-3,990.00	-1,485.00	0.00	-6,010.00	39.9%
TOTAL SANITATION	-25,000.00	-25,000.00	-12,510.79	-3,624.05	0.00	-12,489.21	50.0%
TOTAL REVENUES	-25,000.00	-25,000.00	-12,510.79	-3,624.05	0.00	-12,489.21	
5104500 WASTEWATER							
5104500 38040 PARTS	-35,000.00	-35,000.00	-11,426.51	-1,767.94	0.00	-23,573.49	32.6%
5104500 38045 LABOR	-20,000.00	-20,000.00	-5,632.50	-855.00	0.00	-14,367.50	28.2%
TOTAL WASTEWATER	-55,000.00	-55,000.00	-17,059.01	-2,622.94	0.00	-37,940.99	31.0%
TOTAL REVENUES	-55,000.00	-55,000.00	-17,059.01	-2,622.94	0.00	-37,940.99	
5104600 WATER							
5104600 38040 PARTS	-25,000.00	-25,000.00	-10,278.37	-1,563.76	0.00	-14,721.63	41.1%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104600 38045	LABOR						
	-12,000.00	-12,000.00	-4,597.50	-1,072.50	0.00	-7,402.50	38.3%
TOTAL WATER							
	-37,000.00	-37,000.00	-14,875.87	-2,636.26	0.00	-22,124.13	40.2%
	TOTAL REVENUES						
	-37,000.00	-37,000.00	-14,875.87	-2,636.26	0.00	-22,124.13	
5104700 STORMWATER							
5104700 38040	PARTS						
	-10,000.00	-10,000.00	-5,821.41	-1,937.78	0.00	-4,178.59	58.2%
5104700 38045	LABOR						
	-7,500.00	-7,500.00	-2,190.00	-37.50	0.00	-5,310.00	29.2%
TOTAL STORMWATER							
	-17,500.00	-17,500.00	-8,011.41	-1,975.28	0.00	-9,488.59	45.8%
	TOTAL REVENUES						
	-17,500.00	-17,500.00	-8,011.41	-1,975.28	0.00	-9,488.59	
5104800 MARINA							
5104800 38040	PARTS						
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
5104800 38045	LABOR						
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
TOTAL MARINA							
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
	TOTAL REVENUES						
	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	
	GRAND TOTAL						
	-1,374,622.00	-1,374,622.00	-550,262.67	-90,132.16	0.00	-824,359.33	40.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET								
510 51200	SALARIES	205,986.00	205,986.00	94,482.60	17,526.96	0.00	111,503.40	45.9%
510 51350	PART-TIME	0.00	0.00	0.00	-1,575.20	0.00	0.00	.0%
510 51400	OVERTIME	10,000.00	10,000.00	5,652.64	599.48	0.00	4,347.36	56.5%
510 52100	FICA	16,523.00	16,523.00	7,663.16	1,251.96	0.00	8,859.84	46.4%
510 52200	RETIREMENT	44,493.00	44,493.00	21,530.49	3,575.07	0.00	22,962.51	48.4%
510 52300	HEALTH INSUR	49,676.00	49,676.00	15,212.80	2,600.27	0.00	34,463.20	30.6%
510 52301	LIFE INSUR	1,095.00	1,095.00	378.36	63.00	0.00	716.64	34.6%
510 52400	WORKERS' COMP	4,562.00	4,562.00	2,282.00	380.00	0.00	2,280.00	50.0%
510 53200	AUDITING	2,457.00	2,457.00	1,227.00	205.00	0.00	1,230.00	49.9%
510 53400	CONTRACTUAL	21,273.00	21,273.00	14,545.50	3,898.13	0.00	6,727.50	68.4%
510 54000	TRAINING/TRAVEL	9,000.00	9,000.00	3,298.34	0.00	0.00	5,701.66	36.6%
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	100.00	0.00	0.00	550.00	15.4%
510 54103	COMMUNICATIONS-INTERNET	1,800.00	1,800.00	672.48	112.08	0.00	1,127.52	37.4%
510 54300	UTILITIES ELECTRIC	3,500.00	3,500.00	2,096.45	405.36	0.00	1,403.55	59.9%
510 54310	UTILITIES-WATER & WASTEWATER	2,400.00	2,400.00	1,076.91	171.05	0.00	1,323.09	44.9%
510 54500	INSURANCE	17,361.00	17,361.00	8,685.00	1,446.00	0.00	8,676.00	50.0%
510 54610	R/M BLDG & GROUNDS	500.00	500.00	444.00	0.00	0.00	56.00	88.8%
510 54611	R/M FACILITIES	14,000.00	14,000.00	9,997.50	1,157.82	0.00	4,002.50	71.4%
510 54620	R/M EQUIPMENT	9,000.00	9,000.00	6,642.29	1,114.28	0.00	2,357.71	73.8%

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FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54630	R/M VEHICLES-LABOR						
	2,000.00	2,000.00	562.50	45.00	0.00	1,437.50	28.1%
510 54640	R/M VEHICLES-PARTS						
	3,000.00	3,000.00	1,910.56	29.17	0.00	1,089.44	63.7%
510 55100	OFFICE SUPPLIES						
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
510 55200	OPERATING SUPPLIES						
	10,630.00	10,630.00	5,313.51	1,071.92	0.00	5,316.49	50.0%
510 55210	UNIFORMS						
	1,275.00	1,275.00	900.00	0.00	0.00	375.00	70.6%
510 55230	GAS/OIL						
	5,500.00	5,500.00	2,878.42	542.94	0.00	2,621.58	52.3%
510 55240	CHEMICALS						
	500.00	12.00	0.00	0.00	0.00	12.00	.0%
510 55400	BOOKS/SUBS/DUES						
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
510 56300 22016	IMPROVEMENTS						
	35,689.00	35,689.00	35,688.57	0.00	0.00	0.43	100.0%
510 56300 23023	IMPROVEMENTS						
	75,000.00	75,000.00	0.00	0.00	74,999.24	0.76	100.0%
510 56400	MACH/EQUIP						
	20,000.00	20,488.00	20,488.00	0.00	0.00	0.00	100.0%
510 58600	GAS/OIL COSTS						
	495,000.00	495,000.00	170,350.82	32,604.10	0.00	324,649.18	34.4%
510 58700	VEHICLE PARTS/SRVS COSTS						
	305,000.00	305,000.00	148,585.05	25,710.30	0.00	156,414.95	48.7%
510 59990	RESERVE						
	6,064.00	6,064.00	0.00	0.00	0.00	6,064.00	.0%
TOTAL FLEET							
	1,374,622.00	1,374,622.00	582,664.95	92,934.69	74,999.24	716,957.81	47.8%
TOTAL EXPENSES							
	1,374,622.00	1,374,622.00	582,664.95	92,934.69	74,999.24	716,957.81	
GRAND TOTAL							
	1,374,622.00	1,374,622.00	582,664.95	92,934.69	74,999.24	716,957.81	47.8%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300	UB ADMIN FEES						
	-32,000.00	-32,000.00	-11,397.50	-1,695.00	0.00	-20,602.50	35.6%
520 36110	INTEREST						
	0.00	0.00	-1,355.38	-238.74	0.00	1,355.38	100.0%
520 38910	CASH BALANCE FORWARD						
	-302,715.00	-302,715.00	0.00	0.00	0.00	-302,715.00	.0%
TOTAL UTILITY BILLING							
	-334,715.00	-334,715.00	-12,752.88	-1,933.74	0.00	-321,962.12	3.8%
TOTAL REVENUES							
	-334,715.00	-334,715.00	-12,752.88	-1,933.74	0.00	-321,962.12	
5204200 AIRPORT							
5204200 38052	CHARGES FOR UB SERVICES						
	-7,300.00	-7,300.00	-3,652.00	-608.00	0.00	-3,648.00	50.0%
TOTAL AIRPORT							
	-7,300.00	-7,300.00	-3,652.00	-608.00	0.00	-3,648.00	50.0%
TOTAL REVENUES							
	-7,300.00	-7,300.00	-3,652.00	-608.00	0.00	-3,648.00	
5204400 SANITATION							
5204400 38052	CHARGES FOR UB SERVICES						
	-92,000.00	-92,000.00	-45,998.00	-7,667.00	0.00	-46,002.00	50.0%
TOTAL SANITATION							
	-92,000.00	-92,000.00	-45,998.00	-7,667.00	0.00	-46,002.00	50.0%
TOTAL REVENUES							
	-92,000.00	-92,000.00	-45,998.00	-7,667.00	0.00	-46,002.00	
5204500 WASTE WATER							
5204500 38052	CHARGES FOR UB SERVICES						
	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

5204500 WASTE WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%
TOTAL REVENUES	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	
5204600 WATER							
5204600 38052 CHARGES FOR UB SERVICES	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%
TOTAL WATER	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	50.0%
TOTAL REVENUES	-200,000.00	-200,000.00	-99,998.00	-16,667.00	0.00	-100,002.00	
5204700 STORMWATER							
5204700 38052 CHARGES FOR UB SERVICES	-35,000.00	-35,000.00	-17,498.00	-2,917.00	0.00	-17,502.00	50.0%
TOTAL STORMWATER	-35,000.00	-35,000.00	-17,498.00	-2,917.00	0.00	-17,502.00	50.0%
TOTAL REVENUES	-35,000.00	-35,000.00	-17,498.00	-2,917.00	0.00	-17,502.00	
GRAND TOTAL	-869,015.00	-869,015.00	-279,896.88	-46,459.74	0.00	-589,118.12	32.2%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING								
520 51200	SALARIES	309,427.00	309,427.00	141,517.92	23,624.39	0.00	167,909.08	45.7%
520 51400	OVERTIME	2,000.00	2,000.00	911.92	150.73	0.00	1,088.08	45.6%
520 52100	FICA	23,825.00	23,825.00	10,717.19	1,781.27	0.00	13,107.81	45.0%
520 52200	RETIREMENT	66,836.00	66,836.00	30,851.27	5,135.43	0.00	35,984.73	46.2%
520 52300	HEALTH INSUR	52,583.00	52,583.00	30,326.73	4,942.92	0.00	22,256.27	57.7%
520 52301	LIFE INSUR	1,637.00	1,637.00	561.26	94.82	0.00	1,075.74	34.3%
520 52400	WORKERS' COMP	345.00	345.00	171.00	29.00	0.00	174.00	49.6%
520 53400	CONTRACTUAL	32,244.00	32,244.00	22,095.54	717.64	0.00	10,148.46	68.5%
520 54000	TRAINING/TRAVEL	3,575.00	3,575.00	567.55	147.12	0.00	3,007.45	15.9%
520 54100	COMM - PHONE/FAX/ALARM	1,032.00	1,032.00	240.94	48.28	0.00	791.06	23.3%
520 54103	COMMUNICATIONS-INTERNET	1,800.00	1,800.00	672.48	112.08	0.00	1,127.52	37.4%
520 54200	POSTAGE	47,500.00	47,500.00	27,993.00	3,999.00	0.00	19,507.00	58.9%
520 54300	UTILITIES ELECTRIC	3,675.00	3,675.00	1,170.99	263.56	0.00	2,504.01	31.9%
520 54310	UTILITIES-WATER & WASTEWATER	1,100.00	1,100.00	341.70	63.68	0.00	758.30	31.1%
520 54610	R/M BLDG & GROUNDS	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611	R/M FACILITIES	2,500.00	2,500.00	71.94	0.00	0.00	2,428.06	2.9%
520 54620	R/M EQUIPMENT	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700	PRINTING	8,100.00	8,100.00	5,291.25	1,988.25	0.00	2,808.75	65.3%
520 54902	BAD DEBT EXPENSE	2,000.00	2,000.00	1,250.29	230.01	0.00	749.71	62.5%
520 55100	OFFICE SUPPLIES	3,994.00	3,994.00	478.51	157.76	0.00	3,515.49	12.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200	OPERATING SUPPLIES						
	6,330.00	6,330.00	3,004.02	1,786.97	0.00	3,325.98	47.5%
520 55210	UNIFORMS						
	700.00	700.00	400.00	0.00	0.00	300.00	57.1%
520 55220	JANITORIAL SUPPLIES						
	685.00	685.00	322.22	0.00	0.00	362.78	47.0%
520 56300 23024	IMPROVEMENTS						
	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00	100.0%
520 56400	MACH/EQUIP						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
520 59990	RESERVE						
	250,677.00	250,677.00	0.00	0.00	0.00	250,677.00	.0%
TOTAL UTILITY BILLING							
	869,015.00	869,015.00	278,957.72	45,272.91	20,000.00	570,057.28	34.4%
TOTAL EXPENSES							
	869,015.00	869,015.00	278,957.72	45,272.91	20,000.00	570,057.28	
GRAND TOTAL							
	869,015.00	869,015.00	278,957.72	45,272.91	20,000.00	570,057.28	34.4%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL								
610 36110	INTEREST	-375,000.00	-375,000.00	-209,990.98	-23,722.57	0.00	-165,009.02	56.0%
610 36120	UNREALIZED GAIN	-55,000.00	-55,000.00	194,653.76	0.00	0.00	-249,653.76	-353.9%
610 36130	INCOME/LOSS/REALIZED G/L	-60,000.00	-60,000.00	-19,431.18	0.00	0.00	-40,568.82	32.4%
610 36700	GAIN/LOSS ON INVESTMENT	-500,000.00	-500,000.00	-101,423.14	-20,673.63	0.00	-398,576.86	20.3%
610 36840	CONTRIBUTIONS FROM CITY	-1,976,402.00	-1,976,402.00	-1,280,862.45	-149,321.93	0.00	-695,539.55	64.8%
610 36850	CONTRIBUTIONS FROM EMPLOYEES	-594,751.00	-594,751.00	-244,435.60	-44,934.75	0.00	-350,315.40	41.1%
610 36990	OTHER REVENUE	0.00	0.00	-15,904.17	1,239.82	0.00	15,904.17	100.0%
610 38910	CASH BALANCE FORWARD	-28,983,321.00	-28,983,321.00	0.00	0.00	0.00	-28,983,321.00	.0%
610 53400	CONTRACTUAL	117,435.00	117,435.00	87,048.33	0.00	0.00	30,386.67	74.1%
610 53401	CONTRACTUAL AMERICAN CORE REA	26,400.00	26,400.00	8,407.51	0.00	0.00	17,992.49	31.8%
610 53404	INVESTMENT EXPENSE	35,765.00	35,765.00	23,709.22	2,745.07	0.00	12,055.78	66.3%
610 53600	RETIREE BENEFITS	2,137,280.00	2,137,280.00	564,185.71	141,615.54	0.00	1,573,094.29	26.4%
610 53610	CONTRIBUTION REFUNDS	0.00	0.00	40,530.25	15,879.47	0.00	-40,530.25	100.0%
610 59990	RESERVE	30,227,594.00	30,227,594.00	0.00	0.00	0.00	30,227,594.00	.0%
TOTAL PENSION - GENERAL		0.00	0.00	-953,512.74	-77,172.98	0.00	953,512.74	100.0%
	TOTAL REVENUES	-32,544,474.00	-32,544,474.00	-1,677,393.76	-237,413.06	0.00	-30,867,080.24	
	TOTAL EXPENSES	32,544,474.00	32,544,474.00	723,881.02	160,240.08	0.00	31,820,592.98	
	GRAND TOTAL	0.00	0.00	-953,512.74	-77,172.98	0.00	953,512.74	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251	STATE/FIRE INSURANCE TAX						
	-115,000.00	-115,000.00	-3,218.40	0.00	0.00	-111,781.60	2.8%
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	-192,905.75	-28,575.68	0.00	-257,094.25	42.9%
620 36120	UNREALIZED GAIN						
	-55,000.00	-55,000.00	222,913.35	0.00	0.00	-277,913.35	-405.3%
620 36130	INCOME/LOSS/REALIZED G/L						
	-70,000.00	-70,000.00	-22,252.17	0.00	0.00	-47,747.83	31.8%
620 36700	GAIN/LOSS ON INVESTMENT						
	-500,000.00	-500,000.00	-255,403.90	-26,947.09	0.00	-244,596.10	51.1%
620 36850	CONTRIBUTIONS FROM EMPLOYEES						
	-358,529.00	-358,529.00	-169,618.54	-28,558.52	0.00	-188,910.46	47.3%
620 36990	OTHER REVENUE						
	0.00	0.00	2,165.35	1,491.95	0.00	-2,165.35	100.0%
620 38910	CASH BALANCE FORWARD						
	-34,931,466.00	-34,931,466.00	0.00	0.00	0.00	-34,931,466.00	.0%
TOTAL PENSION - POLICE/FIRE							
	-36,589,995.00	-36,589,995.00	-418,320.06	-82,589.34	0.00	-36,171,674.94	1.1%
TOTAL REVENUES							
	-36,589,995.00	-36,589,995.00	-418,320.06	-82,589.34	0.00	-36,171,674.94	
6202100 POLICE							
6202100 36840	CONTRIBUTIONS FROM CITY						
	-771,689.00	-771,689.00	-529,672.78	-59,692.58	0.00	-242,016.22	68.6%
TOTAL POLICE							
	-771,689.00	-771,689.00	-529,672.78	-59,692.58	0.00	-242,016.22	68.6%
TOTAL REVENUES							
	-771,689.00	-771,689.00	-529,672.78	-59,692.58	0.00	-242,016.22	
6202200 FIRE							
6202200 36840	CONTRIBUTIONS FROM CITY						
	-791,507.00	-791,507.00	-416,171.46	-46,901.31	0.00	-375,335.54	52.6%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-791,507.00	-791,507.00	-416,171.46	-46,901.31	0.00	-375,335.54	52.6%
TOTAL REVENUES	-791,507.00	-791,507.00	-416,171.46	-46,901.31	0.00	-375,335.54	
GRAND TOTAL	-38,153,191.00	-38,153,191.00	-1,364,164.30	-189,183.23	0.00	-36,789,026.70	3.6%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400	CONTRACTUAL						
	120,700.00	120,700.00	72,723.41	21,630.18	0.00	47,976.59	60.3%
620 53401	CONTRACTUAL-AMERICAN CORE REA						
	21,630.00	21,630.00	9,628.10	0.00	0.00	12,001.90	44.5%
620 53404	INVESTMENT EXPENSE						
	53,000.00	53,000.00	34,129.24	10,602.93	0.00	18,870.76	64.4%
620 53600	RETIREE BENEFITS						
	1,980,000.00	1,980,000.00	558,231.35	139,705.71	0.00	1,421,768.65	28.2%
620 53610	CONTRIBUTION REFUNDS						
	0.00	0.00	1,566.08	801.82	0.00	-1,566.08	100.0%
620 59990	RESERVE						
	35,977,861.00	35,977,861.00	0.00	0.00	0.00	35,977,861.00	.0%
TOTAL PENSION - POLICE/FIRE							
	38,153,191.00	38,153,191.00	676,278.18	172,740.64	0.00	37,476,912.82	1.8%
TOTAL EXPENSES							
	38,153,191.00	38,153,191.00	676,278.18	172,740.64	0.00	37,476,912.82	
GRAND TOTAL							
	38,153,191.00	38,153,191.00	676,278.18	172,740.64	0.00	37,476,912.82	1.8%

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

City of Fernandina Beach
Accounts Receivable Analysis

3/31/2023

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	$		Avg Monthly Billing
9,352	**Active Customers**				**$ 1,108,069.87**
581		30	61,440.66		
48		60	2,108.47	*	*payment terms
17		90	1,260.89	*	
17		120+	1,807.53	*	
490		**Total**	**$ 66,617.55**		

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

51 accts. w/delinquent balances	**$**	**6,802.86**

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 Charged Off	Effective 9/30/22	-	-	-		**0.00%**
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	1,114.45	2,142.66		**6.52%**
2022 (thru Dec)	154	35,276.14	451.39			
		$ 161,490.05	$ 4,048.79	$ 8,612.44	**$ 12,661.23**	**7.84%**
Recovered to date		$ (12,661.23)				
Balance currently at CCI		**$ 148,828.82**				

Airport

Number of Customers		Delinquency Days	$		Avg Mo'ly Billing
71	**ALL Customers**				**$61,082.78**
					(Amelia Island Aviation - acct closed)
15		30	24,880.08	$	-
4		60	6,780.74	$	-
3		90	6,202.79	$	-
0		120+	-	$	-
				$	8,758.77
12		**Sub Total**	**$ 37,863.61**	**$**	**8,758.77**

$ 46,622.38

Marina

Number of Customers		Delinquency Days	$		Avg Mo'ly Billing
440	**ALL Customers**				**$283,781**
41		30	23,582.31		
		60	6,172.56		
		90	2,485.91		
		120	102.30		
		150+	-		
			32,343.08		
	Customer paid in Advnace		-	Deposit	
	Total A/R Balance		32,343.08		

Peck Center & Other City Leases

Number of Customers		Delinquency Days	$		Avg Mo'ly Billing
6	**ALL Customers**				**2,416.29**
2		30	329.53		
1		60	314.85		
1		90	10.68		
0		120+	-		
2		**Sub Total**	**$ 655.06**		

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: This item has been placed on the agenda by City Clerk Caroline Best.

Workshop	February 7, 2023
Regular Meeting	February 7,2023
Goal Setting Workshop	February 8, 2023
Regular Meeting	February 21, 2023
Workshop	March 7, 2023
Regular Meeting	March 7, 2023
Workshop	March 21, 2023
Regular Meeting	March 21, 2023
Special Meeting and Executive Session	April 4, 2023

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk	3/31/2023
Mark Foxworth, Interim City Manager	4/4/2023

Caroline Best

Date: March 29, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, February 7, 2023, at 5:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean presiding, Vice Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. 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 Bean called the meeting to order.

3.2 PARCEL RECORDS: This item was placed on the agenda by Commissioner Ross. Mayor Bean explained this item will be presented in a quasi-judicial forum in the following February 7 City Commission Regular Meeting and achieved consensus to table the item to the next workshop.

3.1 CITRONA DRIVE STREETLIGHTS: This item was placed on the agenda by Commissioner Ayscue who indicated he's been in discussions with Nassau County Commissioner John Martin to reinstate lighting on Citrona Drive at the City's expense in an attempt to demonstrate good will. Discussion ensued regarding lighting reinstatement costs and the importance of public safety. Commissioner Ross gave a brief history of his interactions with county commissioners noting that City residents pay more in county taxes, and it is county policy not to provide street lighting. Commissioner Ross reminded the City Commission of their recent election campaigns that emphasized fiscal conservancy and budget cuts would be needed to cover proposed increased spending. Commissioner Ayscue proposed working together with Nassau County for resolve and advocated for pursuing other funds such as the MSTU. Commissioner Ross reminded that City residents pay the MSTU tax. Further discussion ensued regarding public safety, costs, and budgeting. Vice Mayor Sturges supported relighting Citrona.

BUDGET CONTROL: Robert Erickson, 30 S. 3rd Street, noted the City Manager is in control of the budget and can easily advise as to the funding source to reinstate the lights on Citrona Drive.

LIGHTING SUPPORT: Robin Lentz, 802 Parkview Place East, former Mayor Lentz has been emailing about this matter since 2021. The county should pitch in however sixteen months later the lights are still off in her neighborhood while her tax bill continues to increase.

LIGHTING SUPPORT: Pete 1627 Highland Dunes Way, suggested that reinstating lighting would be a good way to begin to building camaraderie among City and county officials.

LIGHTING SUPPORT: Bryn Bryon, 1438 S. Fletcher Avenue, advocated for solar lighting and reinstating lights to increase safety in the area.

Following further discussion, consensus was achieved to reinstate lighting on Citrona/Hickory Drive and have Commissioner Ayscue meet with Florida Public Utilities to pursue cost analysis for solar lights (Nay: Commissioner Ross).

Commissioner Ayscue thanked Nassau County Commissioner Martin for his willingness to work with the City.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:34 PM.

ATTEST:

_____
Caroline Best
City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, February 7, 2023, at 6:00 PM in City Commission Chambers. Present were Mayor Bradley M. Bean presiding, Vice-Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also in attendance were City Attorney Tammi Bach, City Clerk Caroline Best, 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 Bean called the meeting to order, and Vice-Mayor Sturges led the Pledge of Allegiance to the Flag.

The invocation was given by Reverend John Kasper of Blackrock Baptist Church.

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

4.2 PROCLAMATION - "AFRICAN AMERICAN HISTORY MONTH": Mayor Bean read the Proclamation in full, proclaiming February 2023 "African American History Month" in recognition of the importance of African American contributions in the history of the United States. Elm Street Sportsmen Association Past President Wayne Peterson and Pastor Jeanette Richo were in attendance to accept.

4.3 PROCLAMATION - "FREDERICK DOUGLASS DAY": Mayor Bean read the Proclamation in full, honoring the life and abolitionist achievements of Mr. Frederick Douglass. County Citizens Defending Freedom Executive Director Jack Knocke, County Citizens Defending Freedom Faith Leader Linda Palin, Flagler College Administrator Wendell McGahee, Grace and Gratitude Sober Living Founder/Executive Director Henry Greene, and members of the community were in attendance to accept.

4.4 PROCLAMATION - RETIREMENT - MR. & MRS. STEVE WONG: Mayor Bean postponed the Proclamation of Mr. & Mrs. Steve Wong, who were not in attendance, to recognize their retirement after thirty-two years of owning and operating Kabuki Japanese Steakhouse and Sushi Bar.

4.5 PRESENTATION - OCEAN HIGHWAY PORT AUTHORITY DRAFT MASTER PLAN: Ocean Highway Port Authority (OHPA) Executive Director Mr. David Kaufman presented a draft of the "OHPA Port of Fernandina 10-Year Strategic Master Plan Update (January 2023)."

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

PORT CONCERNS: Tammi Kosack, 322 N. 3RD Street, commented on the positivity of working together although contents of the Port Master Plan can potentially be deleterious to our City including the concerning cruise ships and recent influx of dangerous, damaging cargo. Public safety is paramount and needs to be addressed at the next port meeting.

PORT CONCERNS: Gary Klopp, 310 Escambia Street, expressed concerns with the Port Master Plan and the hazardous industrial conditions affecting the quality of life of citizens.

WATERFRONT: Paul Lore, 2794 Longboat Drive, expressed concerns regarding the Port, river pollution including foam pellets floating at the Marina.

Oasis Marina General Manager Taylor Fitzsimmons explained the styrofoam pellets were from the holes cut in the dock to accommodate the piles and are the result of storm wave actions. Cleanup

vacuuming is done after each storm event.

PORT CONCERNS:- Bob Virtue, 424 N. 3RD Street, lives adjacent to the Port and does not have a neighborly relationship with the Ocean Highway and Port Authority.

PORT CONCERNS: Margaret Kirkland, spoke on behalf of Conserve Nassau and expressed concerns regarding hazards and growing toxicity surrounding the Port and stressed the need for citizen safety.

DEVELOPMENT: Taina Christner, 406 Beech Street, expressed concerns and distrust of the current process regarding the Tringali property.

DEVELOPMENT: Victoria Robas, 2161 S. Fletcher Ave, is the Planning Advisory Board Chair and distributed a handout and gave a brief overview of the recent board hearings regarding the Tringali development plan.

DEVELOPMENT: Joyce Tuten, 2120 Beech Street, expressed concerns for discrepancies in plotting and the Land Development Code that could potentially be overdeveloped.

DEVELOPMENT: Sandy Kerry, 1255 Forest Drive, raised questions regarding the Land Development Code (LDC) and removal of an item from consideration on the agenda .

TRANSPARENCY: Roy Postel, 33107 Sawgrass Parke Place, expressed concerns for item 6.4 and requested it be removed from the consent agenda.

IMPACT FEES: Glenn Stettler, 3847 1st Avenue, requested the Commission revisit impact fees.

The consensus of the Commission was to direct staff to contact the Auditor General and to prepare a Request for Proposal for an impact fee study to be included in the 2024 budget.

SAFETY: Angela Ray, 418 S. 13th Street, requested the recently installed playground surface, that emits a stench and creates airborne particles, at Central Park be reviewed for safety and hazardous materials.

DEVELOPMENT: Christine Schub, 901 Atlantic Ave, expressed ongoing concerns for development that affects drainage in certain areas.

The following six items were on the Consent Agenda and were approved by one motion except for item 6.4 - Resolution 2023-17 which was removed for discussion by Mayor Bean.

6.1 APPROVAL OF MINUTES: According to the agenda support documents the following Minutes were presented for approval, staff recommended approval as submitted. City Commission Workshop - December 6, 2022; City Commission Regular Meeting - December 6, 2022; City Commission Organizational Meeting - December 20, 2022; City Commission Regular Meeting - December 20, 2022; City Commission Workshop - January 3, 2023; City Commission Regular Meeting - January 3, 2023; CRA Agency Meeting - January 17, 2023; and the City Commission Regular Meeting - January 17, 2023. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2023-16 APPROVING A MEMORANDUM OF AGREEMENT FOR THE 2-111TH REGIMENT, AIRFIELD OPERATIONS BATTALION, FLORIDA ARMY NATIONAL GUARD TO PROVIDE LOCAL TEMPORARY TOWER AIR TRAFFIC CONTROL SERVICES AT THE FERNANDINA BEACH MUNICIPAL AIRPORT DURING

"THE AMELIA" AUTO EVENT IN MARCH OF 2023: According to the agenda support documents, Resolution 2023-16 approves the Memorandum of Agreement for the 2-111th Regiment, Airfield Operations Battalion, Florida Army National Guard to provide local temporary air traffic control services at the Fernandina Beach Municipal Airport during "The Amelia" Auto Event in March of 2023. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-16. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2023-17 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD: According to the agenda support documents, Resolution 2023-17 authorizes the extension of water services to the property owners identified whose property is located at 2852 Bailey Road, Parcel Number 00-00-30-044B-0078-0010 and also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-17. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2023-18 APPROVING THE PURCHASE OF NETWORK INFRASTRUCTURE FROM REDESIGN GROUP IN AN AMOUNT NOT TO EXCEED $122,558.44 IN FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2023-18 approves the purchase of network infrastructure and required accessories from Redesign Group in an amount not to exceed $122,558.44. ***Consensus was achieved to postpone this item to the next City Commission Regular Meeting.***

6.5 RESOLUTION 2023-19 APPROVING CHANGE ORDER #9 WITH BLACKWATER CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT RELATING TO THE ADDITION OF A VEHICLE DIESEL EXHAUST EXTRACTION SYSTEM: According to the agenda support documents, Resolution 2023-19 approves the Blackwater Construction Change Order #9 in the amount of $34,521.20 for construction of the Fire Station at the Airport. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-19. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.6 RESOLUTION 2023-20 APPROVING A PROPOSAL FROM WASTE MANAGEMENT FOR SOLID WASTE REMOVAL AND CLEAN-UP SERVICES FOR THE 2023 SHRIMP FESTIVAL IN FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2023-20 approves the Waste Management proposal in the amount of $42,000 to provide solid waste removal and clean-up services for the 2023 Shrimp Festival. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-20. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2023-21 RANKING QUALIFIED CONSULTANTS FOR THE PURPOSE OF OBTAINING AN APPRAISAL FOR TWO CITY-OWNED WATERFRONT PARCELS: According to the agenda support documents, Resolution 2023-21 requests that the City Commission rank qualified consultants and direct City staff to negotiate a contract for appraisal services for two City-owned waterfront parcels. **A motion was made by Commissioner Ross, seconded by Commissioner Antun, to approve Resolution 2023-21. Staff will negotiate with Walter Duke first, Duncan Ennis second. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2023-22 APPROVING THE PURCHASE OF A COMMERCIAL DIESEL GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM CUMMINS, INCLUDING INSTALLATION FOR THE UNTILITIES WATER DEPARTMENT IN FISCALYEAR

2022/2023: According to the agenda support documents, Resolution 2023-22 approves the purchase of a Commercial Diesel Generator and Automatic Transfer Switch from Cummins for the Water department, in an amount not to exceed $235,963.58. **A motion was made by Commissioner Ross, seconded by Vice Mayor Sturges, to approve Resolution 2023-22. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2023-23 APPROVING A PRELIMINARY PLAT/REPLAT TO CREATE A TWELVE-LOT TOWNHOME SUBDIVISION CALLED "THIRD AND BEECH": According to the agenda support documents, Resolution 2023-23 approves the preliminary plat/ replat for Third and Beech townhome subdivision. **This item was removed from consideration.**

8.1 FIRST READING OF ORDINANCE 2023-06: City Attorney Bach read Ordinance 2023-06 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 BY AMENDING CHAPTER 62, PERSONNEL, AMENDING SECTIONS 62-75 AND 62-115 TO CHANGE THE FREQUENCY OF THE CITY'S CONTRIBUTIONS TO THE PENSION PLAN FROM QUARTERLY TO BIWEEKLY; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-06 changes the City's pension contributions from quarterly to biweekly to be consistent with Member contributions. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Ordinance 2023-06. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 FIRST READING OF ORDINANCE 2023-07: City Attorney Bach read Ordinance 2023-07 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 65, RECREATIONAL FACILITIES, AND SPECIAL EVENTS, BY REPEALING ARTICLE IV, CITY-OWNED FACILITY NAMING POLICY IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-07 rescinds the City-owned facility naming policy established by Ordinance 2021-08. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Ordinance 2023-07.**

Amended motion: An amended motion was made by Commissioner Ross, seconded by Commissioner Antun, to approve rescinding Ordinance 2023-07 provided staff develops a process prior to 2nd Reading. Vote upon passage of the motion was as follows:

Commissioner Ross:	**Aye**
Commissioner Antun:	**Aye**
Vice Mayor Sturges:	**Nay**
Commissioner Ayscue:	**Nay**
Mayor Bean:	**Nay**

Motion failed.

Vote upon passage of the original motion was as follows:

Commissioner Ayscue:	**Aye**
Vice Mayor Sturges:	**Aye**
Commissioner Antun:	**Nay**
Commissioner Ross:	**Nay**
Mayor Bean:	**Aye**

Motion carried.

9.1 BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN: According to the agenda support documents, there was one appointment for the Board of Trustees of the Firefighters' and Police Pension Plan. **A motion was made by Commissioner Ayscue, seconded by Commissioner Ross, to approve the appointment of Christopher Nickoloff. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

MEMORIAL: City Manager Martin reported he attended the annual Thiokol Memorial Service February 23 with Chief Engineer Charlie George and Fire Chief Silcox.

DEDICATION: City Manager Martin thanked Parks and Recreation Director Catherine Vorassi and all those who attended the Teddy Bear Park dedication and extended gratitude to Ms. Betty Berkman for her generous donation.

VISIONING SESSION: City Manager Martin reminded all of the Vision Session/Goal Setting Workshop Wednesday February 8th 8:00 AM – 4:00PM at the Fernandina Beach Municipal Golf Course.

TERMINATION: **A motion was made by Vice Mayor Sturges, seconded by Commissioner Ayscue, to terminate City Manager Martin's employment**. Following discussion, **a motion was made by Commissioner Ross, seconded by Commissioner Antun, to table to motion to terminate. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Ross:	**Aye**
Commissioner Antun:	**Aye**
Commissioner Ayscue:	**Nay**
Vice Mayor Sturges:	**Nay**
Mayor Bean:	**Nay**

Motion failed.

A motion was made by Commissioner Ross, seconded by Commissioner Antun, to postpone termination for two weeks (until the February 21, 2023, City Commission Regular Meeting.) Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Ross:	**Aye**
Commissioner Antun:	**Aye**
Commissioner Ayscue:	**Nay**
Vice Mayor Sturges:	**Nay**
Mayor Bean:	**Aye**

Motion carried.

CITY ATTORNEY REPORTS:

THANK YOU: City Attorney Bach thanked the Commission for approving her recent two-week vacation and although it meant missing one Commission meeting, this is not customary or routine practice.

BRETT'S: City Attorney Bach noted Mr. Woleshin, when he was here, stated the City has

insurance that is very fact specific to claims. The City has an umbrella policy; the City does not specifically insure anything to do with the Brett's building envelope; the City has insurance for the walkways and the like.

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

MAYOR/COMMISSIONER COMMENTS:

OCEAN WATER: Commissioner Ross reported the Florida Department of Environmental Protection (FDEP) Jasmine Street ocean water will be removed from the impaired water list.

TRIP: Commissioner Sturges reported on his enjoyable trip and subsequent return to the uniqueness of Amelia Island.

THANK YOU: Commissioner Antun thanked Fire Chief Silcox and the fire department for his recent tour.

THANK YOU: Commissioner Ayscue thanked the Commission and looks forward to working together.

THANK YOU: Mayor Bean thanked Parks and Recreation Director Catherine Vorassi for the successful Teddy Bear Park dedication and Ms. Betty Berkman for her generous donation.

BEACH RENOURISHMENT: Mayor Bean reported the annual beach renourishment will begin this week at North Beach Park and take approximately 15 days.

CONGRATULATIONS: Mayor Bean attended the recent City Police Annual Awards ceremony and congratulated Officer of the Quarter Jorge Hernandez and Employee of the Year Detective Christina Corbett.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 8:52 PM.

ATTEST:

_____
Caroline Best
City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Goal Setting Workshop on Wednesday, February 8, 2023, at 8:30 AM at the Fernandina Beach Municipal Golf Course, 2800 Bill Melton Road. Present were Mayor Bradley M. Bean presiding, Vice Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also, present were City Clerk Caroline Best, City Manager Dale L. Martin, and City Attorney Tammi Bach.

Mayor Bean called the meeting to order and led the Pledge of Allegiance to the Flag.

5. DEPARTMENT REVIEW: Charter Officers and Department Directors provided summary annual reports, reviewing last year's accomplishments, this year's efforts, and a future outlook, which are compiled into a single document: The 2021-22 Annual Report. This report will be inserted into a late February edition of the News-Leader for delivery to all home subscribers. An electronic version will also be available, as well as several hard copies available at various City facilities.

7.CITY COMMISSION DISCUSSION: BisHelp Consulting owner Cindy Jacoby facilitated dialogue as follows:

STRENGTHS, WEAKNESSES, OPPORTUNITIES, AND THREATS (SWOT) ANALYSIS: Competitive advantages; potential areas to be built upon.

1. Tourist Destination
2. Responsive government (Staff and Policies)
3. Community involvement
4. Many organizations that serve the community
5. Important assets
    a. Beaches
    b. Airport
    c. Marina
    d. Port
    e. Golf Course
    f. Egans Creek Greenway
6. Interesting history
7. Diverse job opportunities/economy
8. Real estate values
9. We get things done

WEAKNESSES (AREAS FOR IMPROVEMENT: City has the ability to control or change these if resources are dedicated to them. Prioritized by what is urgent and important.

1. Poor relationship with other agencies:
    a. Nassau County School Board
    b. Nassau County Board of County Commissioners
    c. Ocean, Highway and Port Authority(OHPA
2. Poor outgoing communications

3. Disrepair of buildings, parks, and boardwalks
4. Lack of transparency with City fees
5. Too much bureaucratic redundancy
6. Inefficiencies at the Golf Course.
7. Lack of support of current City staff
8. Reacting/listening to a loud minority
9. Excess land City holds

OPPORTUNITIES: External: what should City take on? What is attractive to the market that City is capable of accomplishing?

1. Housing and Urban Development (HUD) expansion: work with HUD to add additional affordable housing. Staff direction: City Attorney Bach will explore HUD opportunities, seeking input from the Housing Authority, to construct affordable housing on City owned land. Ms. Bach noted this matter will be brought before the Commission in the near future.
2. Annexation of properties on septic and create a more intentional City border
3. Create a viable, walkable waterfront
4. Buy/preserve environmentally sensitive land
5. Preserve quality of life
6. Expand public/private partnerships with programs such as "my Fernandina"
7. Transportation downtown: scooters/bikes

THREATS: External conditions: to be monitored and revisited quarterly for potential action.

1. Weather/Storms
2. Social media platforms: Facebook and Nextdoor
3. Nassau County or State of Florida preemption
4. Lack of work force housing
5. Flooding
6. Traffic/lack of mass transportation
7. Cyber threats
8. Inflation and cost of goods

RESULTING COMMISSION FOCUS: Better interaction with other agencies. This involves a personal commitment from the Commissioners to acknowledge and greet other Commissioners at events. A commitment to reach out, establish relationships through one-on-one meetings or attending their meetings. Include these agencies in outgoing communications and invite members to special events.

How will this be measured? By number of wins. When there is a negotiation that requires collaboration with another board, were we successful.

FEE TRANSPARENCY: The long-term goal is to remove fees and relabel remaining fees in layman's terms. The fee list is unmanageable, the Commission proposed reviewing these in

smaller batches for a more meaningful review. The short-term goal: review fees monthly (broken into ¼ segments) at City Commission Regular Meetings as the budget cycle progresses.

RIVERWALK: Fully complete the Riverwalk and sea wall in the next four years (with possible exception of privately owned parcels). Short term goal is complete design and cost estimates for potential bond referendum in 2024.

GOLF COURSE AND PARKS AND RECREATION PROGRAMMING: Make the Golf Course profitable (including capital costs) comparable to similar municipal golf courses. Short term goal: develop a Golf Course/Parks & Recreation strategic plan with viable options.

CAPITAL IMPROVEMENTS: Long term; stay on the maintenance schedule (no more deferred maintenance). Short term goal: conduct workshops to prioritize initiatives for the next budget cycle.

AFFORDABLE HOUSING: Identify possible partnerships with housing agencies and Nassau County.

WHAT HAS THE POTENTIAL TO JEOPARDIZE THESE GOALS:

1. Future Commissions
2. Current Commission changing priorities
3. Funding: bond doesn't go through, budget doesn't fund
4. Community pushback
5. Initiative is found to be not feasible (such as golf profitability)
6. Not having partners
7. Potential leadership change at City Manager level. The Commission declined to further discuss without City Manager present: departed Workshop at approximately 3:30 PM to attend Veterans Court graduation.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 3:35 PM.

ATTEST:

_____
Caroline Best
City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, February 21, 2023, at 6:00 PM in City Commission Chambers. Present were Mayor Bradley M. Bean presiding, Vice Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. 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 Bean called the meeting to order, Vice Mayor Sturges led the Pledge of Allegiance to the Flag.

The invocation was given by Pastor Tiffany Gulama, Prince Chapel AME Church.

4.1 PROCLAMATION - FERNANDINA PIRATES CLUB 50TH ANNIVERSARY: Mayor Bean read the Proclamation in full recognizing the 50th Anniversary of the Fernandina Pirates Club. Members of the organization were in attendance to accept.

4.2 BUDGET SUMMARY: Comptroller Pauline Testagrose reviewed the budget summary for January 2023 and confirmed her inquiry to the Florida Auditor General who could not state a specific audit cost and suggested an independent Certified Public Accounting (CPA) firm be contracted. In response to a recent constituent audit request, Commissioner Ross shared emails with the Florida Municipality Audit Manager Derek Noonan regarding audit, costs, and legalities. Discussion ensued amongst the Commission regarding types of audits, options and costs. ***The consensus of the Commission was to direct City staff to research audit quotes.*** City Manager Martin stated for the first time in City history the National Finance Governor's Association awarded a Certificate of Achievement in Excellence for financial reporting for the Annual Comprehensive Financial Report.

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

DEVELOPMENT: Taina Christener, 406 Beech Street, raised concerns regarding the Tringali zoning application which was removed from the February 7th City Commission Regular Meeting agenda after constituents had extensively prepared to address the item.

The following four items were on the Consent Agenda and approved by one motion:

6.1 RESOLUTION 2023-25 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.25 ACRES OF LAND LOCATED AT 2037 FRIENDLY ROAD: According to the agenda support documents, Resolution 2023-25Authorizes the extension of water and wastewater services to the property owners identified whose property is located at 2037 Friendly Road, Parcel Number 00-00-30-0860-0004-0000 and also approves the Voluntary Annexation Petition. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2023-26 APPROVING A FACILITIES USE AGREEMENT WITH HAGERTY EVENTS, LLC, FOR THE USE OF AIRPORT PROPERTY IN CONJUNCTION WITH "THE AMELIA" AUTO EVENT IN MARCH 2023: According to the agenda support documents, Resolution 2023-26 approves a Facilities Use Agreement with Hagerty Events, LLC, for vehicle parking on multiple locations of the Fernandina Beach Municipal Airport in support of "The Amelia" auto event to be held in March 2023. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-26. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2023-27 APPROVING A FACILITIES USE AGREEMENT WITH DRIVING DYNAMICS, INC. FOR THE USE OF AIRPORT PROPERTY TO CONDUCT CORPORATE DRIVER SAFETY TRAINING: According to the agenda support documents, Resolution 2023-27 approves a Facilities Use Agreement with Driving Dynamics, Inc. for corporate driver safety training at the Fernandina Beach Municipal Airport. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.4 RESOLUTION 2023-28 APPROVING A PROPOSAL FROM THE CITY'S CCNA CONSULTANT THOMAS & HUTTON FOR AREA 6 STORMWATER IMPROVEMENTS ALONG ASH STREET: According to the agenda support documents, Resolution 2023-28 approves a proposal with Thomas & Hutton in the amount of $81,750 for increasing stormwater system capacity and reduce flooding within the area. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-28. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2023-29 APPROVING THE TERMINATION OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND CITY MANAGER DALE L. MARTIN: According to the agenda support documents, Resolution 2023-29 terminates the Employment Agreement and Services of City Manager Dale L. Martin.

NOT IN SUPPORT: Marion Galbraith, 1532 Dade Street, encouraged the Commission to keep City Manager Martin for his leadership, outlining his numerous capabilities, and questioning the expense of finding a new manager.

NOT IN SUPPORT: Michael Harrison, 800 Someruelus Street, spoke to Vice Mayor Sturges trivial and meddlesome tactics that are not in the best interest of the City, that could have significant, costly ramifications and encouraged the Commissioner reconsider.

NOT IN SUPPORT: Margaret Davis, 2162 1st Avenue, encouraged the Commission to retain City Manager Martin and explained the serious ramifications for an impetuous termination.

NOT IN SUPPORT: Sheila Cocchi, 1553 Indigo Street, explained the short-sighted, personal grievance of Vice Mayor Sturges motion to terminate City Manager Martin and outlined the negative impact on the City.

NOT IN SUPPORT: Paul Lore, 2794 Longboat Drive, requested dismissal of the resolution stating the collaboration of the City Manager position with the Commission is essential for good government.

NOT IN SUPPORT: Daryl Ford, 308 S. 4th Street, spoke to the political divisiveness and premature action and suggested a pre-emptive step prior to dismissal.

NOT IN SUPPORT: Johnny Miller, S. is a former Mayor of Fernandina Beach who was active in City Manager Martin's hiring and voiced concerned regarding the immediacy and suggested tabling the item.

IN SUPPORT: Jack Knocke, 2809 Ocean View Court, is in support due to ongoing issues and suggested a change of the guard.

Following Commission discussion, **a motion was made by Vice Mayor Sturges, seconded by Commissioner Ayscue, to approve Resolution 2023-29. Vote upon passage of the motion was as follows:**

Commissioner Antun:	**Nay**
Commissioner Ayscue:	**Aye**
Commissioner Ross:	**Nay**
Vice Mayor Sturges:	**Aye**
Mayor Bean:	**Aye**

Motion carried.

7.2 RESOLUTION 2023-30 APPROVING WEATHERPROOFING TECHNOLOGIES, INC (A SUBSIDIARY OF TREMCO INC.) TO PERFORM ROOF RESTORATION ON THE LIBRARY IN THE AMOUNT OF $167,869: According to the agenda support documents, Resolution 2023-30 approves the proposal from Weatherproofing Technologies, Inc. for the repairs and restoration of the roof at the library in the amount of $167,869. **A motion was made by Commissioner Ross, seconded by Vice Mayor Sturges, to approve Resolution 2023-30. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2023-01: City Attorney Bach read Ordinance 2023-01 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR MARINA AND SURFACE WATER; AMENDING SECTION 3.03.03(B)(L) TO INCLUDE WATER ENHANCED USES AS EXEMPT FROM THE REQUIRED BUFFERS; AMENDING SECTION 2.03.02 BY ADDING MARINAS AS A PERMISSIBLE PRINCIPAL USE WITHIN RECREATIONAL (REC) ZONING DISTRICT IN THE TABLE OF LAND USES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-01 amends the Land Development Code for waterfront development and marinas as previously directed by the City Commission on August 16, 2022.

The public hearing was opened at this time and there being no comment from the floor, the public hearing was closed. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Ordinance 2023-01. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 SECOND READING OF ORDINANCE 2023-02 City Attorney Bach read Ordinance 2023-02 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FACADE; AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 5.01.03 (H) TO ALLOW TWELVE INCH EAVE ENCROACHMENT INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; ADDING SECTION 5.01.03 (H)(1) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.03(I) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-02 amends the Land Development Code for accessory structures and accessory dwelling units.

The public hearing was opened at this time and there being no comment from the floor, the public hearing was closed. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Ordinance 2023-02. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.3 SECOND READING OF ORDINANCE 2023-03: City Attorney Bach read Ordinance 2023-03 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) SECTION 5.02.02 (D) TO ALLOW AN EXEMPTION FOR OVERNIGHT PARKING WITHIN A PERMITTED SEASONAL SALES SITE; AMENDING SECTION 5.02.06 TO ADD ROLL OFF DUMPSTER AS A PERMITTED TEMPORARY PORTABLE STRUCTURE AND EXTENDING THE DURATION OF TEMPORARY USE PERMITS TO THIRTY (30) DAYS PER LOT PER YEAR, UNLESS MADE PART OF AN ACTIVE BUILDING PERMIT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-03 amends the Land Development Code related to overnight parking and temporary portable structures.

The public hearing was opened at this time and there being no comment from the floor, the public hearing was closed. **A motion was made by Vice Mayor Sturges, seconded by Commissioner Ayscue, to approve Ordinance 2023-03. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.4 SECOND READING OF ORDINANCE 2023-04: City Attorney Bach read Ordinance 2023-04 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT CODE (LDC) BY CREATING SECTION 4.05.17 CANOPY/SCENIC ROADS; PROVIDING FOR DESIGNATION OF CANOPY TREE ROADS; PROVIDING FOR RESTRICTIONS ON CANOPY ROADS; PROVIDING FOR CANOPY ROAD ZONES; PROVIDING FOR RESTRICTIONS ON TREE REMOVAL ON CANOPY ROADS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-04 amends the Land Development Code to create a canopy road designation program.

The public hearing was opened at this time and there being no comment from the floor, the public hearing was closed. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Ordinance 2023-04. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.5 SECOND READING OF ORDINANCE 2023-05: City Attorney Bach read Ordinance 2023-05 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 BY AMENDING CHAPTER 34, ELECTIONS, SPECIFICALLY AMENDING SECTION 34-1 TO CHANGE THE CITY GENERAL ELECTION DATE TO COINCIDE WITH THE STATE PRIMARY ELECTION DATE (AUGUST) AND AMENDING THE CITY RUNOFF ELECTION DATE TO COINCIDE WITH THE STATE GENERAL ELECTION DATE (NOVEMBER); REPEALING SECTION 34-9 DUE TO ELECTION FOR MAYOR PROVIDED IN CITY CHARTER; AMENDING SECTION 34-10 TO CHANGE DATE OF ANNUAL ORGANIZATIONAL MEETING TO COINCIDE WITH NEW CITY GENERAL ELECTION DATE; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-05 changes the dates of the City's general and runoff elections to coincide with the state primary and general election dates, and repeals Section 34-9.

The public hearing was opened at this time.

NOT IN SUPPORT: Margaret Davis, 2162 First Avenue, explained the reasons to reject the ordinance as written and amend to reflect the statewide election to ensure maximum voter turnout and alleviate taxpayer costs.

Discussion ensued amongst the Commission and City Attorney Bach regarding language changes needed prior to the third reading of Ordinance 2023-05. **A motion was made by Commissioner Antun, seconded by Commissioner Ross, to approve Ordinance 2023-05 as amended, to reflect elections held in November will only have two candidates**

per group, elections in August would have three or more candidates per group.

ELECTION DATES: Sheila Cocchi, 1553 Indigo Street, concurred with Ms. Davis regarding the cost benefits of moving the election dates and does not think it is in the public interest to include this in the general election.

The public hearing was closed at this time. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 MARINA ADVISORY BOARD: According to the agenda support documents, there was one appointment for the Marina Advisory Board. **A motion was made by Commissioner Ross, seconded by Commissioner Ayscue, to approve the appointment of Christopher Nickoloff. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS: There was no report at this time.

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

CITY CLERK REPORTS:

MEETINGS: City Clerk Best reported the City Commission and Planning Advisory Board Joint Special Meeting will take place Wednesday February 22 5:00 PM in Chambers. The City Commission and Nassau County School Board Joint Workshop is Monday March 6th 6:00 PM at 1201 Atlantic Avenue.

MAYOR/COMMISSIONER COMMENTS:

THANK YOU: Vice Mayor Sturges thanked all for his position as City Commissioner and expressed positivity moving forward. Commissioner Antun concurred with Vice Mayor Sturges expressing positivity moving forward.

RETIREMENT: Commissioner Ayscue congratulated Captain Victor Russell on his recent retirement acknowledging his professionalism and commitment to service.

DEVELOPMENT: Commissioner Ayscue noted the Tringali property application process.

City Attorney Bach stated a continuance cannot be issued and the incomplete application has been removed by staff. The application fee could potentially be waived if approved by the City Commission.

COMMITTEE: Mayor Bean confirmed Vice Mayor Sturges will not be appointed to the Amelia Island Tourist Development Council due to his short-term rental ownership conflict. **A motion was made by Commissioner Antun, seconded by Commissioner Ayscue, to approve the appointment of Mayor Bean to the Tourist Development Council and Vice Mayor Sturges to the Economic Development Council. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Antun: Aye

Commissioner Ayscue:	**Aye**
Commissioner Ross:	**Nay**
Mayor Bean:	**Aye**
Vice Mayor Sturges:	**Aye**

Motion carried.

CONGRATULATIONS: Mayor Bean congratulated Fire Department Captain Victor Russell on his recent retirement and thanked him for his service.

ANNIVERSARY: Mayor Bean acknowledged the Police Auxiliary Corps (PAC) 16TH anniversary who have provided over 2,500 hours of service to the City of Fernandina Beach.

WELL WISHES: Mayor Bean thanked former City Manager Dale Martin for his service and wished him well in his future endeavors.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:52 PM.

ATTEST:

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Caroline Best
City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, March 7, 2023, at 5:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean, Vice Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also, present were City Clerk Caroline Best, Interim City Manager Mark Foxworth, 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 Bean called the meeting to order.

4.1 CITY MANAGER SEARCH : This item was placed on the agenda at the request of the City Commission. Mayor Bean led discussion by suggesting the Commission appoint a City Manager search committee comprised of five citizens (one appointed by each Commissioner) and have the Human Resources Department conduct City Manager search activities. The proposed committee would review candidates and choose three candidates for in person interviews. **A motion was made by Commissioner Ross, seconded by Commissioner Antun, to create a City Manager search committee, and have staff prepare a Request for Proposal (RFP) within thirty days. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Antun:	**Aye**
Commissioner Ayscue:	**Nay**
Commissioner Ross:	**Aye**
Vice Mayor Sturges:	**Nay**
Mayor Bean:	**Nay**

Motion failed.

A motion was made by Commissioner Ross, seconded by Commissioner Antun, to create a City Manager search committee, and have staff prepare a Request for Proposal (RFP) within fifteen days to be placed on the April 4th City Commission Regular Meeting Agenda. Vote upon passage of the motion was taken by ayes and nays and was as follows:

Commissioner Antun:	**Aye**
Commissioner Ayscue:	**Aye**
Commissioner Ross:	**Aye**
Vice Mayor Sturges:	**Aye**
Mayor Bean:	**Nay**

Motion carried.

4.2 FEES AUDIT: This item is placed on the agenda at the request of the City Commission. Commissioner Ayscue noted it's possible to request an audit opinion from Attorney General Ashley Moody the cost of which would be ten to twenty billable hours to hire outside council or have the City Attorney make the request to Ms. Moody's office.

Commissioner Ross stated the Attorney General gives opinions on matters of law, what Commissioner Ayscue is suggesting is called a compliance letter which the Attorney General's Office does not do. This matter has been referred to the State's Attorney Office, the Federal Bureau of

Investigation and Florida law Enforcement, they are welcome to do an investigation to determine whether impact fees are being collected in a lawful manner and they'll do it for free.

City Attorney Bach recommended outside counsel be retained in order to remove any perceived subjectivity, the cost should be less than $10,000. ***Consensus was achieved to develop a scope of the questions that will presented to Attorney General Ashley Moody's Office for consideration at the March 21, 2023 City Commission Regular Meeting.***

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

ATTEST:

_____
Caroline Best
City Clerk

_____
David Sturges
Vice Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, March 7, 2023, at 6:00 PM in City Commission Chambers. Present were Mayor Bradley M. Bean presiding, Vice-Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also in attendance were City Attorney Tammi Bach, City Clerk Caroline Best, and Interim City Manager Mark Foxworth. 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 Bean called the meeting to order, and Vice-Mayor Sturges led the Pledge of Allegiance to the Flag.

The invocation was given by Pastor Tiffany Gulama, Prince Chapel AME Church.

4.1 PRESENTATION - NASSAU HUMANE SOCIETY: Nassau Humane Society Representatives were not present for the "City Commission Dog of the Month." This item was removed from the agenda.

4.2 PROCLAMATION - FRIENDS OF THE FERNANDINA BEACH GOLF CLUB, INC., AND MR. RON FERRELL: Mayor Bean read the Proclamation in full recognizing FRIENDS of the Fernandina Beach Golf Club, Inc. and Member Mr. Ron Ferrell for constructing Fernandina Beach Municipal Golf Course replacement signage at no cost to City taxpayers. Mr. Ferrell and Mike Meadows members of the FRIENDS of the Fernandina Beach Golf Club were in attendance to accept.

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

CITY MANAGER TERMINATION: Medardo Monzon, 1010 Oceanview Court, as a former human resources consultant expressed concern for improper procedural process culminating in the termination of former City Manager Martin. Community concerns including the fiscal irresponsibility of the Commission prompts a suggestion to contribute salary income to the costly hiring process of a new manager.

EVENT: Isabell Sturges, 319 Benjamin Street, will represent the City of Fernandina Beach in the Miss Florida Teen USA competition May 12-14, 2023, and is honored to showcase her hometown.

BUDGET: Philip Chapman, 2120 Florida Avenue, expressed concern for one of the Commissioner's contacting outside auditing agencies and interacting with city staff, questioning whether this is his role as a commissioner or private citizen.

6.1 RESOLUTION 2023-31 APPROVING CHANGE ORDER #10 WITH BLACKWATER CONSTRUCTION SERVICES, LLC RELATING TO THE MODIFICATIONS TO THE LIVING QUARTERS AT THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT: According to the agenda support documents, Resolution 2023-31 approves Change Order #10 for Fire Station #2 relating to overflow roof drain piping and soffits in the area of the living quarters in the amount of $14,796.37. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-31. Vote upon passage** of **the motion was taken by ayes and**

nays and being all ayes, carried.

7.1 RESOLUTION 2023-18 APPROVING THE PURCHASE OF NETWORK INFRASTRUCTURE FROM REDESIGN GROUP IN AN AMOUNT NOT TO EXCEED $122,558.44 IN FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2023-18 approves the purchase of network infrastructure and required accessories from Redesign Group in an amount not to exceed $122,558.44. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-18. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2023-32 AWARDING ITB 23-02 FOR SEVEN WATER SYSTEM INSERT VALVE ASSEMBLIES TO CONSOLIDATED PIPE & SUPPLY FOR FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2023-32 awards ITB 23-02 to Consolidated Pipe & Supply for Seven Water System Insert Valve assemblies. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-32. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2023-33 APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH SWAGIT PRODUCTIONS, LLC AND APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2023-33 approves the third Amendment with Swagit Productions LLC to adding additional boards/committees to their live streaming and post-production queue. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-33. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2023-34 APPROVING GRANT APPLICATION SUBMISSION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (DHS SAFER) PROGRAM: According to the agenda support documents, Resolution 2023-34 approves the submittal of one DHS SAFER grant application for the purpose of funding three new Firefighter/EMT/Paramedic positions' salary and benefits during their first three years of employment. **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to approve Resolution 2023-34.**

Fire Chief Ty Silcox explained staffing requirements have not been met and the benefits of applying for the grant. Commissioner Ross suggested the staffing concern be included in this year's budget to hire three more Firefighter/EMT/Paramedic positions that would be in the best interest of public safety, regardless of the grant. Chief Silcox affirmed that six personnel positions are required to satisfy staffing levels. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2023-35 DIRECTING THE INTERIM CITY MANAGER AND CITY ATTORNEY TO TAKE NO FURTHER ACTION TO REPAIR OR DEMOLISH THE SUBSTRUCTURE OF BRETT'S WATERWAY CAFÉ AND TO MONITOR THE CONDITION OF THE SUBSTRUCTURE ANNUALLY AND AFTER STORM EVENTS WITH ANY CHANGES DOCUMENTED IN WRITING: According to the

agenda support documents, Resolution 2023-35 directs the Interim City Manager and City Attorney to take no further action about repairing or demolishing Brett's Waterway Cafe. Vice Mayor Sturges recused himself from voting due to a business interest conflict. Commissioner Ross gave a brief history of the property, leasing, current agreement and suggested tabling this item until various issues with the current lease are resolved. **A motion was made by Commissioner Ross to table the item which failed due to the lack of a second.** City Attorney Bach gave an update on the property and current insurance coverage. After lengthy discussion, Commissioner Ross reiterated the City Building official deemed the structure unsafe and the law is not being followed. City Attorney Bach clarified the safety notice has not been posted as there have been several engineering reports. **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to approve Resolution 2023-36. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Vote upon passage of the motion was as follows:

Commissioner Antun:	**Aye**
Commissioner Ayscue:	**Aye**
Commissioner Ross:	**Nay**
Vice Mayor Sturges:	**Recused**
Mayor Bean:	**Aye**

Motion carried.

7.6 RESOLUTION 2023-36 AUTHORIZING THE REALLOCATION OF FUNDS BUDGETED IN THE OTHER CAPITAL IMPROVEMENTS FUND TO THE AREA 5 PROJECT AND THE NORTH FRONT STREET UTILITY POLE RELOCATION: According to the agenda support documents, Resolution 2023-36 reallocates funds in the Other Capital Improvements (ARPA) Fund to support the Area 5 Drainage Project for $734,305 and N. Front Street Utility Pole Relocation Project for $200,000. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-36. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2023-37 APPROVING AN EMPLOYMENT AGREEMENT WITH MARK K. FOXWORTH FOR TEMPORARY EMPLOYMENT AS INTERIM CITY MANAGER; AUTHORIZING EXECUTION OF DOCUMENTS. According to the agenda support documents, Resolution 2023-37 approves an employment agreement for Mark K. Foxworth as Interim City Manager. **A motion was made by Vice Mayor Sturges, seconded by Commissioner Ayscue, to approve Resolution 2023-37. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2023-06: City Attorney Bach read Ordinance 2023-06 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 BY AMENDING CHAPTER 62, PERSONNEL, AMENDING SECTIONS 62-75 AND 62-115 TO CHANGE THE FREQUENCY OF THE CITY'S CONTRIBUTIONS TO THE PENSION PLAN FROM QUARTERLY TO BIWEEKLY; PROVIDING FOR SEVERABILITY AND

PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-06 changes the City's pension contributions from quarterly to biweekly to be consistent with Member contributions. The public hearing was opened at this time and there being no comment from the floor the public hearing was closed. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Ordinance 2023-06. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 SECOND READING OF ORDINANCE 2023-07: City Attorney Bach read Ordinance 2023-07 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 65, RECREATIONAL FACILITIES AND SPECIAL EVENTS, BY REPEALING ARTICLE IV, CITY-OWNED FACILITY NAMING POLICY IN ITS ENTIRETY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-07 rescinds the City-owned facility naming policy established by Ordinance 2021-08. The pub hearing was opened at this time and there being no comments from the floor the pub hearing was closed. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Ordinance 2023-07. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Antun:	**Aye**
Commissioner Ayscue:	**Aye**
Commissioner Ross:	**Nay**
Vice Mayor Sturges:	**Aye**
Mayor Bean:	**Aye**

Motion carried.

9.1 BOARD OF TRUSTEES OF THE FIREFIGHTERS' AND POLICE OFFICERS' PENSION PLAN: According to the agenda support documents, there was one reappointment to the Board of Trustees of the Firefighters' and Police Officers Pension Plan: **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve the reappointment of Walter Sturges. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 ARTS AND CULTURE NASSAU - one Nassau County representative appointment: According to the agenda support documents, there was one Nassau County Representative Appointment to Arts and Culture Nassau. **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to approve the appointment of Brad Wells. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

THANK YOU: Interim City Manager Mark Foxworth thanked City Attorney Bach, City Clerk Best and staff for their support during his first two weeks noting the challenges and successes.

RECOGNITION: Interim City Manager Mark Foxworth recently received an email from Southern Living Magazine that recognized the City of Fernandina Beach as one of the best small southern towns as voted upon by readers.

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CITY ATTORNEY REPORTS:

MEETING: City Attorney Bach proposed an April 4th @ 5PM for a shade meeting regarding Main Beach Sojourn/Compass Group due to the recent mediation that resulted in impasse. City Attorney Bach explained the shade meeting is an exemption during litigation allowing the City Commission to meet with a court reporter in attendance to discuss the lawsuit and possible settlement.

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

MAYOR/COMMISSIONER COMMENTS

THANK YOU: Commissioner Ross acknowledged the recently distributed City of Fernandina Beach Annual Report and thanked Digital Communications Manager Mary Hamburg and staff for their efforts.

THANK YOU: Vice Mayor Sturges thanked his daughter, Isabell, for representing the city in the Miss Teen USA pageant.

THANK YOU: Commissioner Antun thanked Parks and Recreation Director Catherine Vorassi, Golf Course General Manager David DeMay and Senior Preservation Planner Sal Cumella for their meetings.

PROJECT: Mayor Bean announced the streets resurfacing project that will cover 3.3 miles and take approximately three weeks to complete. Additional information regarding closures and dates can be found on the city website www.fbfl.us.

GREENWAY: Mayor Bean reported the new supports have been installed at the Jasmine Street entrance to bolster and protect the aging trees.

CONGRATULATIONS: Mayor Bean congratulated Golf Course General Manager David DeMay and staff for the recent inaugural publication of The Lighthouse Gazette newsletter showcasing the golf course and events.

RECOGNITION: Mayor Bean recognized the City of Fernandina Beach Police Department celebration of Women's History Month highlighting Detective Tina Smith a 17-year veteran and thanked her for her service.

EVENT: Mayor Bean thanked the Police Department for their efforts during the annual Amelia Car Show.

CELEBRATION: Mayor Bean participated in the Literacy Week and Dr. Seuss birthday celebration by reading to students at Southside Elementary School.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:46 PM.

ATTEST:

Caroline Best
City Clerk

Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Workshop on Tuesday, March 21, 2023, at 5:00 PM in the City Commission Chambers. Present were Mayor Bradley M. Bean, Vice Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also, present were City Clerk Caroline Best, Interim City Manager Mark Foxworth, 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 Bean called the meeting to order.

4.1 DISCUSSION YBOR ALVAREZ SPORTS COMPLEX – SOCCER FIELDS: This item was placed on the agenda at the request of Mayor Bradley Bean who led discussion regarding the parks and recreation soccer and softball facilities.

Former Airport Director and Interim Airport Consultant Nathan Coyle, 32444 Fern Parke Way, gave a brief history and overview of the public Airport property which receives federal and state assistance and has specific usage conditions. Discussion ensued regarding Airport operations, possible lease options, processes, and approximate appraisal value for the roughly twenty-five acres. Parks and Recreation Director Catherine Vorassi suggested three possible options including recommended improvements for the two existing softball fields at the Martin Luther King Jr. Recreation Center (MLK), moving soccer fields to the Hickory Street Park and adding needed lighting, and considering the twenty-acre treed lot south of Simmons Road Park for possible fields. Mayor Bean advocated for saving the current soccer fields by contracting to lease the property from the Federal Aviation Administration (FAA) and splitting the estimated annual cost of $400,00.00 with Nassau County. Commissioner Ayscue noted his recent talks with Nassau County Commissioner John Martin and the Nassau County School Board noting there may be interest in sharing the cost. Commissioner Ross reviewed the staff recommended options and questioned the source of payment for the potential lease option. Vice-Mayor Sturges proposed owning versus leasing/renting the fields and reviewing other potential properties for purchase. City Attorney Bach clarified leasing versus owning as it related to FAA owned land(s). Mayor Bean advocated for securing a lease with the FAA to save the fields. Commissioner Ayscue concurred with saving the fields if fiscally possible and furthering discussion with Nassau County. Commissioner Ross endorsed staff interaction with the FAA and Nassau County. ***The consensus of the Commission was to direct staff to contact the FAA and further discussion with Nassau County.***

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:42 PM.

ATTEST:

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Caroline Best
City Clerk

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Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, March 7, 2023, at 6:00 PM in City Commission Chambers. Present were Mayor Bradley M. Bean presiding, Vice-Mayor David Sturges, Commissioners James Antun, Darron Ayscue and Chip Ross. Also in attendance were City Attorney Tammi Bach, City Clerk Caroline Best, and Interim City Manager Mark Foxworth. 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 Bean called the meeting to order, and Vice-Mayor Sturges led the Pledge of Allegiance to the Flag.

The invocation was given by Reverend Wardell Avant, Jr. of Kingdom Ministries Church.

4.1 BUDGET SUMMARY: Comptroller Pauline Testagrose was available to answer any questions regarding the budget summary for February 2023.

4.2 PRESENTATION - ANNUAL AUDIT REPORT: Mauldin & Jenkins CPA & Advisors representatives Mr. Wade Sansbury and Mr. Daniel Anderson presented the Annual Audit Report for the Fiscal Year ending September 30, 2022.

4.3 PRESENTATION - GATEWAY SIGN REFURBISHMENT: Fernandina Beach Main Beach Street Director Lisa Finkelstein and Dawson & Associates presented updated concepts and costs for the Fernandina Beach gateway at the intersection of 8th and Lime Streets.

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

AGENDA: Chris Nickoloff, 553 Spanish Way West, suggested the City Commission meeting agenda lacks detailed information and recommended each item detail the origination and purpose.

FLOOD PLAIN CONSULTANT: Del Schwalls, 946 Bradshaw Terrace, Orlando, reported on the City's participation in the National Flood Insurance Program and noted a workshop will be held by City staff Wednesday March 22 in chambers. An audit will be submitted in September 2023 that will determine the City's class status and applicable discount.

The following three items were on the Consent Agenda and approved with one motion:

6.1 RESOLUTION 2023-38 APPROVING A SETTLEMENT WITH ROBERT BRUCE IN THE AMOUNT OF $25,000.00: According to the agenda support documents, Resolution 2023-38 authorizes the City's insurance carrier to pay a settlement claim to Robert Bruce. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-38. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2023-39 APPROVING AN AMENDMENT EXTENDING THE CONTRACT BETWEEN NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, CITY OF FERNANDINA BEACH, AND BEACH RAKER, LLC

FOR BEACH CLEANING SERVICES: According to the agenda support documents, Resolution 2023-39 approves the amendment extending the contract between the Board of County Commissioners of Nassau County, City of Fernandina Beach, and Beach Raker, LLC to clean City and County beaches. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-39. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2023-40 APPROVING THE SINGLE SOURCE PURCHASE OF AN ASPIRO ASPIRATOR AERATOR FROM AERATOR SOLUTIONS FOR THE UTILITIES DEPARTMENT: According to the agenda support documents, Resolution 2023-40 approves the single source purchase of a Aspiro Aspirator Aerator from Aerator Solutions in the amount not to exceed $74,600. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-40. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2023-41 APPROVING A FACILITIES USE AGREEMENT WITH BUCCANEER REGION SCCA TO USE AIRPORT PROPERTY FOR SCCA AUTOCROSS SOLO DRIVING EVENTS ON VARIOUS DATES IN 2023: According to the agenda support documents, Resolution 2023-41 approves a Facilities Use Agreement for SCCA Autocross Solo Driving Events in 2023. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-41. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2023-42 AWARDING BID #23-04 TO C.C. BORDEN CONSTRUCTION, INC. FOR GOLF COURSE CLUBHOUSE CEILING RENOVATIONS IN AN AMOUNT NOT TO EXCEED $65,000: According to the agenda support documents, Resolution 2023-42 awards Bid #23-04 to C.C. Borden Construction, Inc. in an amount not to exceed $65,000. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-42. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2023-43 APPROVING A PROPOSAL FROM US ECOLOGY TAMPA, INC. IN AN AMOUNT NOT TO EXCEED $40,000 FOR THE PROCESSING OF HAZARDOUS WASTE BY WAY OF A PIGGYBACK TO THE ALACHUA COUNTY, FLORIDA, CONTRACT: According to the agenda support documents, Resolution 2023-43 approves a proposal from US Ecology Tampa, Inc. in an amount not to exceed $40,000 for the handling of hazardous waste for the 2023 Hazardous Waste Cleanup & Recycle Event by way of a piggyback purchase to the Alachua County, Florida contract. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Resolution 2023-43. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2023-44 RECOGNIZING MAYOR RON SAPP'S CIVIC SERVICE BY NAMING THE EGANS CREEK GREENWAY THE "RON SAPP EGANS CREEK GREENWAY": According to the agenda support documents, Resolution 2023-44 approves renaming Egans Creek Greenway to the "Ron Sapp Egans Creek Greenway".

IN SUPPORT: Robert Peters, 2626 Countess of Egmont, is in support of renaming the

Greenway in recognition of former Mayor Ron Sapp. **A motion was made by Commissioner Ross, seconded by Commissioner Antun, to approve Resolution 2023-40. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 RESOLUTION 2023-45 APPROVING THE PURCHASE OF A COMMERCIAL DIESEL GENERATOR AND AUTOMATIC TRANSFER SWITCH FROM CUMMINS INCLUDING INSTALLATION; FOR THE UTILITIES WASTEWATER DEPARTMENT IN FISCAL YEAR2022/2023: According to the agenda support documents, Resolution 2023-45 approves the purchase of a Commercial Diesel Generator and Automatic Transfer Switch from Cummins for the Wastewater Department, in an amount not to exceed $398,811. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-45. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.6 RESOLUTION 2023-46 ESTABLISHING THE CITY MANAGER SEARCH COMMITTEE: According to the agenda support documents, Resolution 2023-46 establishes the City Manager Search Committee and sets forth its roles and responsibilities as an advisory committee to the City Commission. **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to approve Resolution 2023-46.** Vice Mayor Sturges recommended Jim Hanson and Richard Sala be added to the City Manager Search Committee as advisors due to his concerns regarding headhunters playing favorites with candidates. Commissioner Ross noted the local media reporting the City Commission has already chosen a new city manager, although this is not the case. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2023-47 APPROVING A COMPREHENSIVE RELEASE, WAIVER AND SETTLEMENT AGREEMENT WITH CITY MANAGER, DALE L. MARTIN FOR SEPARATION FROM CITY EMPLOYMENT: According to the agenda support documents, Resolution 2043-47 approves the Comprehensive Release, Waiver and Settlement Agreement to separate Dale L. Martin from City employment. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-45. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2023-48 APPROVING USE OF THE CITY SEAL FOR "FERNANDINA 200" PROMOTIONAL MATERIALS IN CELEBRATION OF THE CITY'S 200TH ANNIVERSARY: According to the agenda support documents, Resolution 2023-48 approves use of the city seal for "Fernandina 200" promotional materials to recognize the City of Fernandina Beach 200th anniversary. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Resolution 2023-48. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2023-09: City Attorney Bach read Ordinance 2023-09 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY FOR A PORTION OF CESSNA LANE BETWEEN AIRPORT ROAD AND AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-09 approves the vacation of a portion of Cessna Lane, public right-of-way totaling approximately 0.28 acres of land between Airport Road and Amelia Island Parkway. **A motion was made by Commissioner Antun, seconded by Vice Mayor Sturges, to approve Ordinance 2023-09. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 THIRD READING OF ORDINANCE 2023-05: City Attorney Bach read Ordinance 2023-05 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 BY AMENDING CHAPTER 34, ELECTIONS, SPECIFICALLY AMENDING SECTION 34-1 TO CHANGE THE CITY GENERAL ELECTION DATE TO COINCIDE WITH THE STATE PRIMARY ELECTION DATE WHEN THERE ARE MORE THAN TWO CANDIDATES SEEKING A COMMISSION SEAT AND AMENDING THE CITY RUNOFF ELECTION DATE TO COINCIDE WITH THE STATE GENERAL ELECTION DATE; AMENDING SECTION 34-2 REGARDING QUALIFYING DATES; REPEALING SECTION 34-9 DUE TO ELECTION FOR MAYOR PROVIDED IN CITY CHARTER; AMENDING SECTION 34-10 TO CHANGE DATE OF ANNUAL ORGANIZATIONAL MEETING; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2023-05 changes the dates of the City's general and runoff elections to coincide with the state primary (when are more than two qualifying candidates for a seat) and general election dates, and repeals Section 34-9.

City Attorney Bach identified an error in the title noting the word "primary" will be removed if approved. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to approve Ordinance 2023-05. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

MEETING: Interim City Manager Foxworth reported he will meet with Nassau County officials to discuss soccer fields, parks and recreation and will invite them to participate in a joint workshop .

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CITY ATTORNEY REPORTS:

MEETING: City Attorney Bach reported the shade meeting with a court reporter is scheduled for Tuesday April 4th 5pm to discuss lawsuits involving building permit fees and the Ocean Highway Port Authority.

CITY CLERK REPORTS:

CONDOLENCES: City Clerk Best expressed condolences to the family and loved ones of Susan Alexander, a 71-year resident and activist of the City.

CONTACT: City Clerk Best requested the contact information for Jim Hanson and Richard Sala the recently appointed advisors for the City Manager Search Committee (CMSC).

MAYOR/COMMISSIONER COMMENTS

SENATE: Commissioner Ayscue will be in Tallahassee and requested permission to acknowledge the City to leaders of the Florida senate.

KUDOS: Commissioner Antun acknowledged City residents Mike Pikula and Mike Spino for their ongoing efforts as local advocates in the Amelia Island Trail bike and walking group.

ACKNOWLEDGEMENT: Commissioner Sturges acknowledged under the leadership of Parks and Recreation Director Catherine Vorrasi and Golf Course Manager David DeMay golf course membership has increased by 10.9% and acknowledged the facility as a crown jewel with unlimited potential.

COLLECTION: Commissioner Sturges recognized Public Works Operations Director Jeremiah Glisson and staff for their continued dedication to waste collection and community upkeep.

STREET RESURFACING: Commissioner Ross noted the improvements on City streets currently being resurfaced and raised concerns for the ongoing flooding of Front Street due to lack of a sea wall which needs resolve.

CONGRATULATIONS: Mayor Bean congratulated former Mayor Ron Sapp and acknowledged the Commission's support in the recent renaming of Egan's Creek Greenway that will have a formal dedication later in the year.

CEREMONY: Mayor Bean was joined by Commissioner Ayscue at the recent Fire department pinning ceremony and congratulated Fire/Paramedics Jala Flagler and Wilson Andrade.

TRADE AGREEMENT: Mayor Bean acknowledged the recent trade agreement with Nassau County School Board that traded two used patrol cars for a school bus to be used by the parks and recreation department.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 7:23PM.

ATTEST:

Caroline Best
City Clerk

Bradley M. Bean
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Special Meeting and Executive Session on Tuesday, April 4, 2023, at 5:00 PM in the City Hall Conference Room. Present were Mayor Bradley M. Bean presiding, Vice Mayor David Sturges, and Commissioners Chip Ross, James Antun, and Darron Ayscue. Also present were Interim City Manager Mark Foxworth, City Attorney Tammi Bach, litigation counsel: Bryant Miller Olive P.A. Ellie Neiberger (in attendance by telephone) and Certified Court Reporters, Inc Heather Randall.

Mayor Bean called the meeting to order at 5:00 PM.

2.1 SPECIAL MEETING ANNOUNCEMENTS - CITY ATTORNEY: City Attorney Bach announced that pursuant to section 286.011(8), Florida Statutes the City Commission will open a special (public) meeting and then meet in an attorney/client (closed) Executive Session to discuss pending litigation in the following cases: City of Fernandina Beach, Florida v. Ocean Highway and Port Authority of Nassau County, case number 2020-CA-284; and Main Beach Sojourn LLLP and Compass Group, Inc v. City of Fernandina Beach, case number 2022-CA-414.

2.2 PURSUANT TO 286.011(8) FLORIDA STATUTES: City Attorney Bach announced this Special Meeting and Executive Session was publicly noticed on March 21, 2023, at the City Commission Regular Meeting.

2.3 PURSUANT TO SECTION 286.011(8) FLORIDA STATUTES: City Attorney Bach announced the Executive Session portion of this meeting is exempt from the Sunshine Law.

3.1 EXECUTIVE SESSION ANNOUNCEMENTS - CITY ATTORNEY: City Attorney Bach announced the duration of the Executive Session will be approximately one hour.

3.2 ATTENDEES: City Attorney Bach announced the persons who may attend the Executive Session are: Mayor Bradley M. Bean, Vice Mayor David Sturges, Commissioners Chip Ross, James Antun, and Darron Ayscue, Interim City Manager Mark Foxworth, City Attorney Tammi Bach, litigation counsel: Bryant Miller Olive P.A. Ellie Neiberger and Certified Court Reporters, Inc Heather Randall.

4. ROLL CALL: City Clerk Caroline Best called the roll.

5.1 CONSIDER MOTION TO CLOSE SPECIAL MEETING: **A motion was made by Commissioner Ayscue, seconded by Commissioner Antun, to close the Special Meeting. Vote upon passage of the motion was taken by ayes and nay and being all ayes, carried.** City Clerk Best exited the Conference Room at this time.

6.1 CONSIDER MOTION TO OPEN EXECUTIVE SESSION

6.2 REQUEST FOR DIRECTION - CASE NUMBER 2020-CA-284: CITY OF FERNANDINA BEACH, FLORIDA V. OCEAN HIGHWAY PORT AUTHORITY OF NASSAU COUNTY, IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR NASSAU COUNTY, FLORIDA, CASE NUMBER 2020-CA-284. City Attorney Tammi Bach sought City Commission direction regarding Case Number: 2020-CA-284.

6.3 REQUEST FOR DIRECTION – CASE NUMBER 2022-CA-414: MAIN BEACH SOJOURN, LLLP AND COMPASS GROUP, INC., V. CITY OF FERNANDINA BEACH IN THE CIRCUIT COURT OF THE FOURTH JUDICIAL CIRCUIT IN AND FOR NASSAU COUNTY, FLORIDA, CASE NUMBER 2022-CA-414. City Attorney Tammi Bach sought City Commission direction regarding Case Number: 2022-CA-414.

7.1 CONSIDER MOTION TO CONCLUDE SPECIAL MEETING/EXECUTIVE SESSION: City Clerk Best re-entered the Conference Room at this time. **A motion was made by Commissioner Ayscue, seconded by Vice Mayor Sturges, to conclude the Special Meeting and Executive Session. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

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

ATTEST:

_____
Caroline Best
City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-49
Downtown Parking Plan Approval

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Reconsider Resolution 2023-49.

SYNOPSIS: The Community Redevelopment Area Advisory Board adopted recommendations regarding parking for the redevelopment of the Amelia River public riverfront at their January 4, 2023 meeting. The City Commission, acting as the Community Redevelopment Agency, reviewed and accepted these recommendations at their January 17, 2023, meeting and requested that City staff review and develop a plan and budget for the redevelopment of the public riverfront parking so as to produce a net gain in parking.

Staff recommends adopting the CRAAB parking recommendations along with minor revisions as presented, as these recommendations will provide a net gain in parking, walkability, and green space.

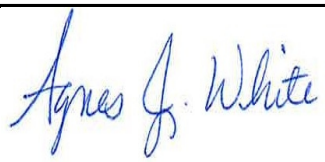
Commissioner Antun has requested this item be placed on the agenda for reconsideration in accordance with the City Commission Rules of Procedure Section 7.4.

FISCAL IMPACT: Funding for the project will be presented to the City Commission at its April 18, 2023, Regular Meeting.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-49.

Jeremiah Glisson, Operations Director	4/10/2023
Agnes White, Administrative Services Manager	4/10/2023
Katie Newton, Legal Assistant	4/10/2023
Charles George, Interim City Manager	4/10/2023
Pauline Testagrose, Comptroller	4/10/2023
Mark Foxworth, Interim City Manager	4/10/2023
Tammi E. Bach, City Attorney	4/10/2023



Date: April 10, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2023-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE DOWNTOWN RIVERFRONT PARKING REDEVELOPMENT PLAN; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Area Advisory Board adopted recommendations regarding parking for the redevelopment of the Amelia River public riverfront at their January 4, 2023, meeting; and

WHEREAS, the City Commission, acting as the Community Redevelopment Agency, reviewed and accepted these recommendations at their January 17, 2023, meeting and requested that City staff review and develop a plan and budget for the redevelopment of the public riverfront parking so as to produce a net gain in parking; and

WHEREAS, staff recommends adopting the CRAAB parking recommendations along with minor revisions as presented, as these recommendations will provide a net gain in parking, walkability, and green space.

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 Downtown Riverfront Parking Redevelopment Plan and parking reconfigurations as presented by City staff, attached hereto as Exhibit A and requests funding be reallocated in FY 22/23 for the completion of this project.

SECTION 2. The Interim City Manager is directed to proceed with the design, permitting, and construction of the Downtown Riverfront Parking Redevelopment Plan.

SECTION 3. The Interim City Manager and City Clerk are hereby authorized to execute all documentation pertaining to this project, upon review and approval of the City Attorney.

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

ADOPTED this 4th day of April, 2023.

ATTEST:

_____
CAROLINE BEST
City Clerk

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Community Redevelopment Area Advisory Board Recommendations

Regarding Riverfront Development
Unanimously Adopted by CRAAB January 4, 2023

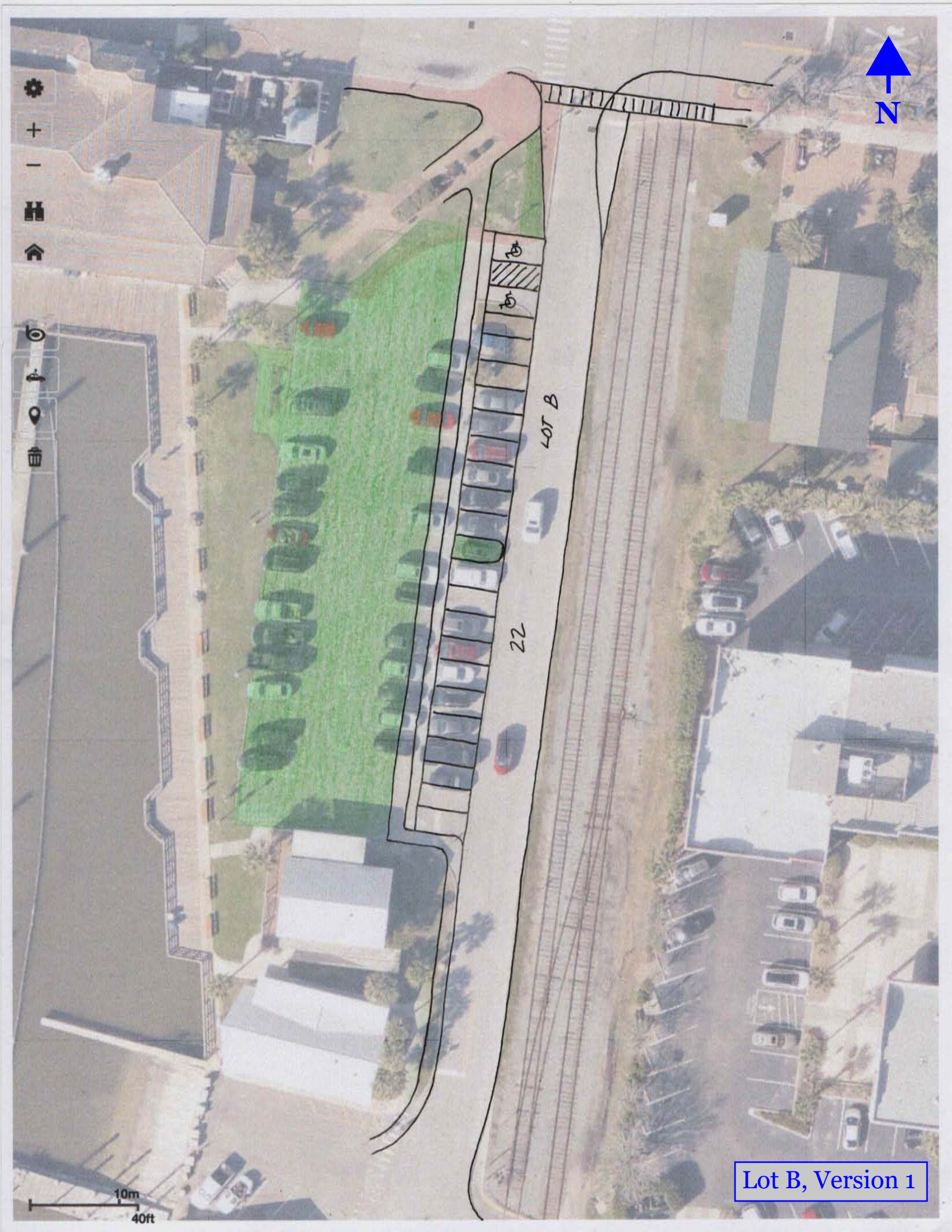
- Objective 7, "Parking" of the 2004 Waterfront Area of the Community Redevelopment Plan should be modified to provide: Parking West of the RR should be minimized. Retained parking West of RR should prioritize waterfront vendors and boat launching over general downtown parking.
- There should be no parking on the East side of Front Street immediately adjacent to RR tracks.
- Sidewalks should be installed adjacent to the entire West side of Front Street.
- Interconnected sidewalks should be installed throughout park adjacent to the river's edge.
- Effort should be made to replace lost parking West of RR into areas East of the RR.
- Parking which remains West of RR should be relocated away from waterfront and clustered along West right-of-way of Front Street.
- City should continue process of acquiring Simmons property or an easement thereon and completion of the seawall and contiguous sidewalk on West side of Front Street.

Drawings 1-6 are attached. These are for illustration purposes only and do not represent recommendations for any specific design or implementation recommendation.

- Drawings labeled "Lot A, Version 1", "Lot B, Version 1", "Lot C", and "Lot D", illustrate the effects of reconfiguring waterfront to implement expansion of green space and movement of parking to the West side of Front Street and away from waterfront.
- Drawings Labeled "Lot E" and "S. 2nd Street" illustrate potential parking east of the railroad tracks that should be considered.

- Planning for public space should take into account:
    - Sustainability in the 100-year floodplain.
    - Sidewalk implementation on both river side and street side of improvements.
    - Entirety of Front Street should accommodate two-way traffic.
    - Front Street minimum width should be 20 feet.
    - Adequate pedestrian seating and lighting should be included.
    - Alachua Street, Ash Streets and other existing view corridors should remain unobstructed.
    - Boat trailer parking should be pull-thru.
    - Parking Lot D should include ability to turn-around Tour Buses, vehicles with large boat trailers, semi-trucks and Fire Trucks.
    - Trash Collection and servicing for waterfront businesses.
    - Loading and unloading zone(s) for patrons of marina vendors.
    - Consolidated common signage for marina businesses and vendors.
    - Bike parking and security.
    - All parking should be brought into compliance with current LDC standards.
    - Tour bus and trolly pick-up and discharge area should be included.
    - Large live oak in Lot C and other mature trees should be protected.
    - Additional parking may be developed on City right-of-way on Front Street, South of Lot D.

Lot A, Version 1


N
LOT B
22
10m
40ft
Lot B, Version 1

10m
PARK ENTRY
LOTS C & D
18 MAX.
Lot C
N

60 MIN. 74 MAX.
N
Lot D
10m
40ft

Lot E Parking
18 Spaces Added
New Parking Spaces
N
6
7
5
City Hall

30m
100ft
EXISTING
NEW
37
CONNECTING WALKWAY
12
S. 2nd Street

ACT

February 8, 2023

Ms. Tammi Bach, City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Bach,

It has come to our attention that during a recent meeting of the Community Redevelopment Agency, both the CRA Advisory Board (CRAAB) and City Commissioner Chip Ross, presented plans with suggestions to add parking spaces to the downtown.

As reported in the January 25, 2023 edition of the News Leader, one of the CRABB objectives is to address the lack of downtown parking to accommodate future downtown development. During this meeting, Commissioner Chip Ross reportedly presented a plan to use city property to add public parking. In his plan he said the "parking lot of the Amelia Community Theatre is city property, and the city could let the public know they could park there". It appears from this news article that Mayor Bean is in favor of adding additional parking spaces, including the ACT parking lot, and that the city commission directed the city manager to create that plan for a future city commission workshop.

While Amelia Community Theatre understands the city's need for additional parking, we would like to remind the city commission of the License Agreement they entered into with Amelia Community Theatre on October 7, 2008. (See attached copy)

This Agreement allows "ACT to occupy and utilize the Public Property for the limited purpose of installing, constructing and maintaining 27 parking spaces and associated appurtenances on the Public Property to benefit a Community Theater." It further states that "the terms of the agreement shall be binding upon the Owner, ACT and any successors and assigns of the Owner and ACT."

Over the last 35 years at this location, ACT has always maintained a "good community neighbor" approach to this parking lot by giving full access to community use when our theatre was "dark." The only time we restrict the lot for ACT use is on show nights (61 nights a year), or for special events, like the Amelia Island Dance Festival or ARIAS, which benefit other non-profits. The Amelia Island Museum of History also uses the parking areas for their special events. However, at all other times the lot is open for community use.

This ACT parking lot is essential to our business viability. Without this dedicated parking lot, our community would lose access to their theatre. We trust the city commissioners will continue to honor our License Agreement and allow ACT the right to use this parking area as we have done up to now.

Sincerely,

Kathryn Sawyer

Kathryn Sawyer
President, ACT Board of Directors

A.C.T. copy.

City of Fernandina Beach

October 8, 2008

Linda Godek
Amelia Community Theater Assoc. Inc.
209 Cedar Street
Fernandina Beach, FL 32034

Dear Linda:

On October 7, 2008, the City Commission of the City of Fernandina Beach approved the License Agreement between the City of Fernandina Beach and Amelia Community Theater Association. Inc. Enclosed is a copy of the Agreement for your files.

Sincerely,

Mary L. Mercer

Mary L. Mercer
City Clerk

204 Ash Street • Fernandina Beach, FL 32034-4230 • 904 277-7305 • Fax 904-277-7308 • TDD 904-277-7399
www.fernandinabeachflorida.org

Reso 2008-150
10.7.08 cc

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is entered into on October 7, 2008, 2008, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation existing under the laws of the State of Florida, whose address is 204 Ash Street, Fernandina Beach, Florida 32034 ("Owner"), and AMELIA COMMUNITY THEATER ASSOCIATION, INC., a Florida not for profit corporation ("ACT") whose address is 209 Cedar Street, with reference to the following facts:

WHEREAS, ACT is the owner of a .82 acre parcel located at the corner of Cedar Street and 2nd Street in the City of Fernandina Beach, Florida, being more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, ACT currently owns a 3,870 square foot building on the site and has submitted to the Owner a site plan for an additional 7,454 square foot building on the site; and

WHEREAS, in order to comply with the Owner's Land Development Code, ACT must construct 38 parking spaces on the site. In order to provide the required parking and associated infrastructure, ACT has submitted a site plan which locates 27 parking spaces on the northerly side of the adjoining Cedar Street right-of-way and the easterly side of the adjoining 2nd Street right-of-way (these public rights-of-way are hereinafter referred to as "Public Property") as more particularly shown on the Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the Owner has no immediate plans to improve these portions of 2nd Street and Cedar Street ("Public Property") in order to open these rights-of-way to vehicular traffic; however, the Owner does currently require these right-of-ways for public utilities and public pedestrian access; and

WHEREAS, it will benefit the citizens of Fernandina Beach to have ACT develop this site as a Community Theater; and

WHEREAS, the Owner is willing to allow ACT to use the Public Property, subject to the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The foregoing recitals and Exhibits attached hereto are hereby fully incorporated into this Agreement by this reference, and are true and complete.

2. Limited Permitted Use. The Owner hereby agrees and consents to allow ACT to occupy and utilize the Public Property for the limited purpose of installing, constructing and maintaining 27 parking spaces and associated appurtenances on the Public Property to benefit a Community Theater in accordance with Exhibit "B" attached hereto. In addition, ACT shall construct a public pedestrian crossover access area to connect a future public pedestrian walkway over the 2nd Street right-of-way as shown on Exhibit "B". ACT will set pavers in the planned

drivelane to permit pedestrians to cross the drivelane onto the sidewalk adjoining the building. The sidewalk adjoining the building which will include the pavers across the drivelane shall be open to the public for pedestrian access at all times, including those members of the public not using or accessing any building on ACT's property. Provided however, that Owner's consent herein to allowing ACT to use the Public Property shall constitute a license only, subject to the terms and conditions of this Agreement, and shall not constitute an easement nor give rise to any claim of adverse possession or prescriptive easement by ACT. ACT hereby waives all rights it may have to make any such claims.

3. Binding Effect. The terms of this Agreement shall be binding upon the Owner, ACT and any successors and assigns of the Owner and ACT.

4. Release and Indemnification. ACT understands, acknowledges and agrees to assume all risks and hazards incidental to ACT's installing, constructing and maintaining 27 parking spaces and associated appurtenances on the Public Property to benefit a Community Theater. ACT does hereby agree to waive, release, absolve, and covenants not to sue the Owner, its mayor, commissioners, officers, employees, volunteers, representatives, attorneys and agents, for any and all claims, including claims for equitable or injunctive relief, damages, loss or injury of any kind resulting from or in any way arising directly or indirectly out of this Agreement and/or ACT's installing, constructing and maintaining 27 parking spaces and associated appurtenances on the Public Property to benefit a Community Theater. ACT further agrees to indemnify, defend and hold harmless the Owner, its mayor, commissioners, officers, employees, contractors, consultants, representatives, volunteers, attorneys and agents from and against all liability, claims and expense, including reasonable attorneys' fees and costs, in connection with any and all claims whatsoever for personal or bodily injury or death, including loss of use, or property damage of any kind and character in connection with and arising directly or indirectly out of this Agreement and/or ACT's installing, constructing and maintaining 27 parking spaces and associated appurtenances on the Public Property to benefit a Community Theater. This indemnity agreement encompasses all damages and claims, including claims for equitable or injunctive relief, arising out of ACT's installing, constructing and maintaining 27 parking spaces and associated appurtenances on the Public Property to benefit a Community Theater. This indemnification obligation shall survive the termination or expiration of this Agreement. Notwithstanding the foregoing, nothing herein shall constitute a waiver of immunity or limitation of liability the Owner may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

5. Representation and Warranty. The Owner represents and warrants that it is the owner of the Public Property. The Owner further represents and warrants that it is authorized to enter into this Agreement without the joinder and consent of any other party, and that the party executing this Agreement on behalf of the Owner has full power and authority to bind the Owner to the terms hereof.

6. Severability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties to this Agreement that the remainder of this Agreement shall not be affected by any such provision.

7. Entire Agreement. This Agreement contains the entire agreement between the Owner and ACT with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby

superseded and of no further force or effect. No amendments shall be made to this Agreement unless it is in writing and signed by both parties to this Agreement.

8. Notices. All notices to be provided hereunder shall be delivered to the parties at their addresses stated above either by certified mail, return receipt requested, in which case such notice shall be deemed given on the third business day after deposit in the U.S. Mail, or by hand delivery, in which case such notice shall be deemed given upon delivery to the above-specified address.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

"ACT"
AMELIA COMMUNITY THEATER ASSOCIATION, INC.

By: _____
Print Name: LINDA GODEK
Title: SECRETARY

ATTEST:
_____

"OWNER"
CITY OF FERNANDINA BEACH, FLORIDA
a municipal corporation

By: _____
Michael Czymbor, City Manager

APPROVED AS TO FORM:
_____
Tammi E. Bach, City Attorney

ATTEST:
_____
Mary Mercer, City Clerk Deputy City Clerk

RESOLUTION NUMBER 2008-150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND AMELIA COMMUNITY THEATER ASSOCIATION, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LICENSE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amelia Community Theater Association, Inc. ("ACT") owns and operates a community theater facility at 209 Cedar Street; and

WHEREAS, ACT desires to construct a larger facility at this location to accommodate future growth; and

WHEREAS, ACT has submitted a site plan for the new facility and has gained City approval of this site plan for construction; and

WHEREAS, this site plan relies upon the use of City rights-of-way to accommodate portions of the parking, circulation and stormwater improvements which are required to support the new facility; and

WHEREAS, the rights-of-way proposed for use by ACT are unlikely to be improved by the City to provide for vehicular access but should be retained under the City's ownership for potential future pedestrian connections; and

WHEREAS, as is illustrated in the License Agreement, ACT has designed the site to accommodate this future pedestrian connection and has ensured that public access shall be provided across its property to sustain this connection into the future.

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

Section 1. The City Commission hereby approves the License Agreement with Amelia Community Theater Association, Inc. regarding the use of City-owned right-of-way to support necessary improvements for their expansion project located at 209 Cedar Street.

Section 2. The attached License Agreement allows ACT to proceed under the TRC-approved site plan to secure building permits for construction of the new facility and obligates ACT to allow for a pedestrian connection across its property from S. 2nd Street to Cedar Street.

Section 3. The City Manager is hereby authorized to execute the License Agreement on behalf of the City of Fernandina Beach.

Section 4. The City Clerk is hereby directed to file the executed License Agreement with the Clerk of the Circuit Court.

Section 5. This Resolution shall become effective immediately upon passage.

ADOPTED this 7th day of October, 2008.

CITY OF FERNANDINA BEACH

Bruce Malcolm
Mayor - Commissioner

ATTEST:

Mary L. Mercer
City Clerk

APPROVED AS TO FORM:

Tammi E. Bach
City Attorney

BK0543PG1040
OFFICIAL RECORDS

MAY 24 1988

16.00

RESOLUTION NUMBER 912

WHEREAS, Amelia Community Theater Association, Inc., the owner of property at 209 Cedar Street, and further described as: All of Lots 11, 12, 13 and 14, also, all those portions of Lots 5, 6, 7, 8, 9 and 10, lying southeasterly of and adjacent to the Seaboard Coastline Railroad right-of-way, Block 273, Fernandina Beach, Florida, has requested that the City of Fernandina Beach, Florida grant approval for continued maintenance of an encroachment on acquired right-of-way; and

WHEREAS, the encroachment extends from five (5) to eight (8) feet into the right-of-way of Cedar Street and is South of the southerly property line of the above described property; and

WHEREAS, the encroachment has been in existence since 1971 and has not created an obstacle to the City in its efforts to maintain the right-of-way; and

WHEREAS, Cedar Street is a dead end street; and

WHEREAS, the City Commission of the City of Fernandina Beach, Florida, does not feel that this encroachment creates a hazard that would affect the public health, safety or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, that the encroachment that now exists in the right-of-way of Cedar Street, extending southward from the property described as: All of Lots 11, 12, 13 and 14, also, all those portions of Lots 5, 6, 7, 8, 9 and 10 lying southeasterly of and adjacent to the Seaboard Coastline Railroad right-of-way, Block 273, Fernandina Beach, Florida, as shown on the survey map attached hereto, is hereby granted approval to be maintained for its normal life or until its destruction or removal. It is further understood that this encroachment will be removed, at the owner's expense, should the determination be made to further open the right-of-way.

ADOPTED this 3rd day of May, 1988.

CITY OF FERNANDINA BEACH

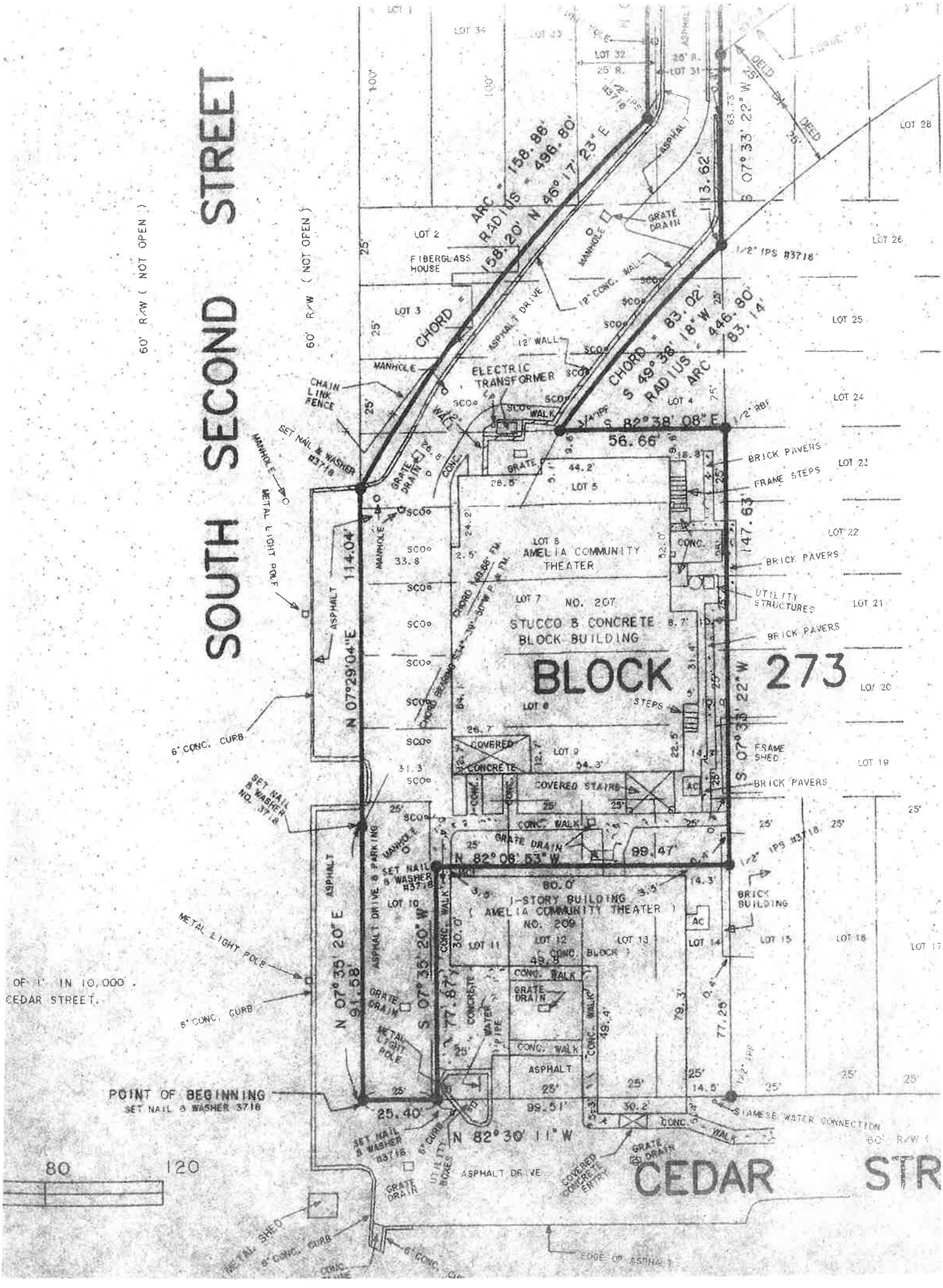
Ronnie Sor
Mayor - Commissioner

ATTEST:

Vicki P. Wingate
VICKI P. WINGATE
City Clerk

8806274

FILED & RECORDED IN PUBLIC RECORDS OF NASSAU COUNTY, FL.
88 MAY 24 AM 9:06
CLERK OF COURTS
NASSAU COUNTY, FLORIDA


SOUTH SECOND STREET
60' R/W (NOT OPEN)
60' R/W (NOT OPEN)
ARC = 158.88'
RADIUS = 496.80'
CHORD = 158.20' N 46° 17' 23" E
CHORD = 83.02'
S 49° 38' 18" W
RADIUS = 446.80'
ARC = 83.14'
S 07° 33' 22" W
113.62'
S 82° 38' 08" E
56.66'
147.63'
N 07° 29' 04" E
114.04'
N 82° 08' 53" W
99.47'
N 07° 35' 20" E
91.58'
S 07° 35' 20" W
77.87'
N 82° 30' 11" W
25.40'
99.51'
ELECTRIC TRANSFORMER
FIBERGLASS HOUSE
CHAIN LINK FENCE
SET NAIL & WASHER #3718
METAL LIGHT POLE
6" CONC. CURB
ASPHALT DRIVE
12" CONC. WALL
12" WALL
GRATE DRAIN
MANHOLE
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
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LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 28
LOT 31
LOT 32
LOT 33
LOT 34
AMELIA COMMUNITY THEATER
NO. 207
STUCCO & CONCRETE BLOCK BUILDING
BLOCK 273
BRICK PAVERS
FRAME STEPS
UTILITY STRUCTURES
FRAME SHED
COVERED CONCRETE
COVERED STAIRS
CONC. WALK
1-STORY BUILDING
(AMELIA COMMUNITY THEATER)
NO. 209
(CONC. BLOCK)
BRICK BUILDING
ASPHALT DRIVE & PARKING
METAL LIGHT POLE
6" CONC. CURB
OF 1' IN 10,000 .
CEDAR STREET.
POINT OF BEGINNING
SET NAIL & WASHER 3718
SIAMESE WATER CONNECTION
COVERED CONCRETE ENTRY
UTILITY BOXES
ASPHALT DRIVE
METAL SHED
EDGE OF ASPHALT
CEDAR STR
80
120

City of Fernandina Beach **Tammi E. Bach**

Office of the City Attorney tbach@fbfl.org

March 27, 2023

Kathryn Sawyer
President, ACT Board of Directors
209 Cedar Street
Fernandina Beach, FL 32034

RE: ACT Parking and License Agreement with City

Dear Ms. Sawyer:

I am in receipt of your letter dated February 8, 2023 regarding ACT parking and the 2008 License Agreement with the City. The City is in complete agreement with you that ACT has exclusive access to the parking spaces on show nights only. On days and nights when the theatre is "dark", the public should have access to the public property that the City allowed ACT to use to satisfy its parking requirements when the theatre was expanded in 2008. Thank you for your understanding.

Please do not hesitate to contact me in the future if you have any questions. Have a wonderful day!

Sincerely,

Tammi E. Bach
City Attorney

cc: Mayor and City Commissioners
Mark Foxworth, Interim City Manager
Caroline Best, City Clerk
Charles George, City Engineer

The City Commission of the City of Fernandina Beach, Florida, met as the Community Redevelopment Agency on Tuesday, January 17, 2023, at 5:00 PM in City Hall Commission Chambers. Present were Vice Mayor Sturges presiding, Commissioners Darron Ayscue and Chip Ross. Commissioner Antun arrived at 5:40pm. Mayor Bean was absent. Also, present were City Clerk Caroline Best, City Manager Dale L. Martin, and Harrison Poole Esquire due to City Attorney Tammi Bach's absence. 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).

Vice Mayor Sturges called the meeting to order.

5.1 CRAAB AMELIA RIVER WATERFRONT RECOMMENDATIONS: Community Redevelopment Area Advisory Board (CRAA) Chairman Alan Hopkins reviewed the CRAAB River Front Developments as it related to parking which were developed by subcommittee and whose recommendations are included in the agenda packet. Mr. Hopkins noted the subcommittee recommended that parking be limited west of Front Street and increase green space east of Front Street.

Commissioner Ross submitted a presentation which highlighted areas for potential new parking spaces. ***The consensus of the City Commission was to support the CRAAB subcommittee recommendations (except pursuing the acquisition of the Simmons property) as well as contact Amelia Community Theatre (ACT) regarding their parking lot being underutilized in accordance with Resolution 2008-150; review installing parking spaces on City owned property located east of the railroad tracks (parcel no. 00-00-31-1800-0271-0011); the dead end of South 2nd Street right-of-way; the dead end Broome Street right-of-way; the North 7th Street right-of-way between Centre and Alachua Streets; Ocean Highway & Port Authority parking lot (parcel no. 00-00-31-1760-0007-0020); and the Centre Street post office parking lot. Staff will present findings at the first City Commission Workshop in March 2023.***

Commissioner Ross stated he will be conducting an independent parking inventory/usage study between Dade and Date Street and the Amelia River to 8th Street.

A motion was made by Commissioner Ross, seconded by Vice Mayor Sturges, to approve the CRAAB subcommittee recommendations except pursuing the acquisition of the Simmons property and added that staff continue the process of negotiations on seawall. Vote upon passage of the motion was taken by ayes and nay and being all ayes, carried.

6. ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 5:44 PM.

ATTEST:

_____
Caroline Best
City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-55
Budget Amendment - Isle of Eight Flags Shrimp Festival

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-55.

SYNOPSIS: The City Commission, at their September 20, 2022, Regular Meeting, approved the proposed Master Fee Schedule via Ordinance 2022-24, which included an increase in the fees for services provided by off-duty public safety employees. Isle of Eight Flags Shrimp Festival Committee member Dawn Lunt raised an objection to the increased fees for public safety employees, stating that the Shrimp Festival could not afford to provide adequate public safety if the fee schedule increase was approved. Following discussion, the Commission reached consensus to direct the City Manager to submit a resolution to allow the City to offset the cost increase for public safety services in the amount of $5,000.00.

FISCAL IMPACT: Funds are available for transfer from the City Commission Professional Services account, 0011100 53100, in the amount of $5,000.00.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-55.

Katie Newton, Legal Assistant	4/10/2023
Agnes White, Administrative Services Manager	4/10/2023
Pauline Testagrose, Comptroller	4/10/2023
Mark Foxworth, Interim City Manager	4/10/2023
Tammi E. Bach, City Attorney	4/10/2023

Caroline Best

Date: April 06, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2023-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A BUDGET TRANSFER TO SUPPLEMENT THE COST OF PUBLIC SAFETY FOR THE 2023 ISLE OF EIGHT FLAGS SHRIMP FESTIVAL IN FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach is host to the annual Isle of Eight Flags Shrimp Festival; and

WHEREAS, the City Commission, at their September 20, 2022, Regular Meeting, approved the proposed Master Fee Schedule via Ordinance 2022-24, which included an increase in the fees for services provided by off-duty public safety employees; and

WHEREAS, during the public comment related to the Master Fee Schedule, Shrimp Festival Committee member Dawn Lunt raised an objection to the increased fees for public safety employees, stating that the Shrimp Festival could not afford to provide adequate public safety if the fee schedule increase was approved; and

WHEREAS, following discussion, the City Commission reached consensus to direct the City Manager to submit a resolution to allow the City to offset the cost increase for public safety services in the amount of $5,000.00; and

WHEREAS, $30,000.00 was budgeted in the City Commission Professional Services account, 0011100 53100, for facility assessment; and

WHEREAS, the facility assessment was funded through a different source, therefore the $30,000 budgeted in the City Commission Professional Services account, 0011100 53100 is available for reallocation; and

WHEREAS, the City Commission feels it to be in the best interest of the City to utilize these funds for public safety during the May 2023 Shrimp Festival.

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 request of the Isle of Eight Flags Shrimp Festival Committee to assist in funding public safety costs for the May 2023 Shrimp Festival in the amount of $5,000.00, utilizing the City Commission Professional Services account, 0011100 53100.

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

ADOPTED this 18th, day of April 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

_____

TAMMI BACH
City Attorney

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, September 20, 2022, at 6:15 PM in City Commission Chambers. Present were Mayor Michael A. Lednovich presiding, Vice Mayor Len Kreger, Commissioners Bradley M. 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 Pastor Tiffany Gulama of Prince Chapel AME Church.

4.1 PROCLAMATION - "AMERICAN BUSINESSWOMEN'S ASSOCIATION (ABWA) EIGHT FLAGS CHARTER CHAPTER": Mayor Lednovich read the Proclamation in full recognizing the ABWA Eight Flags Charter Chapter for their contributions to the betterment of working women and women business owners within Fernandina Beach and Nassau County. ABWA President Lisa Rosenblum were in attendance to accept the Proclamation.

4.2 PROCLAMATION - "LES DEMERLE AMELIA ISLAND JAZZ FESTIVAL WEEK": Mayor Lednovich read the Proclamation in full proclaiming October 2-9, 2022, as "Les DeMerle Amelia Island Jazz Festival Week". Mr. Les DeMerle and Ms. Bonnie Eisele and their volunteer Board Members were in attendance to accept the Proclamation.

4.3 PROCLAMATION - "NATIONAL HISPANIC HERITAGE MONTH": Vice Mayor Kreger read the Proclamation in full in English and Finance Department Accountant Marileida Hernandez read the Proclamation in full in Spanish proclaiming September 15 - October 15, 2022, as "National Hispanic Heritage Month". Members of the Hispanic Community, along with City staff, were in attendance to accept the Proclamation.

City Manager Martin introduced recently hired Parks and Recreation Director Catherine Vorrasi, who expressed thanks for the opportunity.

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

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

POCKET PARK: Jon Lassere, 960185 Gateway Boulevard, along with members of the Paasche family, owns the Centre Street Pocket Park. Mr. Lasserre requested direction regarding options that end the Lasserre and Paasche families allowing the City to utilize the property free of charge for the past fourteen - and one-half years. **Mayor Lednovich passed the gavel to Vice Mayor Kreger to make the following motion, seconded by Commissioner Bean, to approve Option 1. (Short-term): a. One year lease with annual renewals; b. Annual rent roughly equal to landlord's annual carrying cost (~$20K/year paid annually); c. Lease is terminable without cause at landlord's option with 60 days' written notice; d. Landlord would reimburse the City for any unused rent following termination; e. Landlord may erect signs marketing site for lease; and f. City will block vehicular access from N. 3rd Street (this is in the current lease but has not been done).monies from the Capital Fund: Parks and Recreation account to enter into a short-term lease agreement with the property owners.**

IN SUPPORT: Lisa Finkelstein, 492 Starboard Landing, Fernandina Main Street Director, stated the Main Street Board of Directors agrees that a long-term lease is the most beneficial option for supporting downtown.

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

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

Motion carried.

TRAFFIC SAFETY CONCERNS: Jason Gray, 1616 Franklin Street, expressed concerns regarding increased traffic and speeding in his neighborhood and requested police assistance to safeguard the area.

Police Chief Hurley noted his department is working with community members to address the issues, consider solutions, and will meet directly with Mr. Gray.

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

6.1 RESOLUTION 2022-162 AUTHORIZING PAYMENT FOR THE APPROVED WASTEWATER, REFUSE, AND STORMWATER FEE EXEMPTION PARTICIPANTS FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-162 authorizes Wastewater, Refuse, and Stormwater Fee Exemption payments for approved participants in the total amount of $21,025.28 for FY 2021/2022. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-162. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2022 -163 APPROVING J. COLLINS ENGINEERING ASSOCIATES, LLC. AS A SOLE SOURCE VENDOR IN FISCAL YEAR 2021/2022. According to the agenda support documents, Resolution 2022-163 approves J. Collins Engineering Associates, LLC. as a sole source vendor in an amount not to exceed $14,485 in Fiscal Year 2021/2022. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-163. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.3 RESOLUTION 2022-164 APPROVING A FACILITIES USE AGREEMENT WITH SOUTHERN TIMING FOUNDATION, INC. FOR USE OF AIRPORT PROPERTY ON DECEMBER 3, 2022: According to the agenda support documents, Resolution 2022-164 approves a Facilities Use Agreement with Southern Timing Foundation, Inc. to conduct a 5K running event at the Fernandina Beach Municipal Airport on December 3, 2022. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-164. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

*ADDITION TO THE AGENDA - RESOLUTION 2022-176 PROPERTY AND LIABILITY INSURANCE RENEWAL – PREFERRED GOVERNMENTAL INSURANCE TRUST (PGIT) – APPROVING A TWELVE MONTH RENEWAL WITH PREFERRED GOVERNMENTAL INSURANCE TRUST (PGIT) COVERAGE FOR CITY PROPERTY, GENERAL LIABILITY, WORKERS' COMPENSATION, LAW ENFORCEMENT LIABILITY, PUBLIC OFFICIALS' LIABILITY, AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE; APPROVING OTHER

INSURANCE POLICIES COVERING MARINA, FLOOD, AIRPORT, ACCIDENTAL DEATH & DISMEMBERMENT (AD&D), YOUTH ACCIDENT, ENVIRONMENTAL AND LIQUOR LIABILITY: Accepts the PGIT twelve-month renewal for City property, general liability, workers' compensation, law enforcement liability, public officials' liability, automobile liability and physical damage, approving other insurance policies covering Marina, flood, Airport, AD&D, youth accident, environmental and liquor liability. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve adding Resolution 2022-176 to the agenda. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

IN SUPPORT: Harden Insurance Senior Vice President Shaun Woleshin, 463820 State Road 200, explained the scope of insurance coverage for various City entities. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Resolution 2022-176. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2022-148 APPROVING CGC, INC. CHANGE ORDER #2 FOR WATERFRONT ROADWAY IMPROVEMENTS: According to the agenda support documents, Resolution 2022-148 Approves Change Order #2 with CGC, Inc. in an amount of $386,237.00 for a fencing system along the railroad tracks from Ash Street to Centre Street and Centre Street to Alachua Street as required by railroad entities. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-148. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2022-165 AUTHORIZING THE CITY ATTORNEY TO ENGAGE IN QUALIFIED OUTSIDE LEGAL COUNSEL FOR CONFLICTS, COMPLEX LEGAL MATTERS, CODE ENFORCEMENT AND APPEALS BOARD REPRESENTATION, AND SPECIAL MAGISTRATE SERVICES IN AN AMOUNT NOT TO EXCEED $75,000 IN FISCAL YEAR 2022/2023: According to the agenda support documents, Resolution 2022-165 authorizes the City Attorney to engage qualified outside legal counsel, as needed, in an amount not to exceed $75,000 in FY 2022/2023. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-165. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.3 RESOLUTION 2022-166 APPROVING A TWO-YEAR LOBBYING SERVICES AGREEMENT BETWEEN THE CITY AND JACOBS SCHOLZ & WYLER, LLC. FOR STATE AND FEDERAL LOBBYING SERVICES FOR FY 2022/23 AND FY 2023/24: According to the agenda support documents, Resolution 2022-166 approves the Lobbying Services Agreement with Jacobs Scholz & Wyler, LLC for FY 2022/23 and 2023/24. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-166. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2022-167 APPROVING THE EXTENSION OF WATER AND WASTEWATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.92 ACRES OF LAND LOCATED AT 1315 S. 5TH STREET: According to the agenda support documents, Resolution 2022-167 authorizes the extension of water and wastewater services to the property owners identified whose property is located at 1315 S. 5th Street, Parcel Number: 00-00-31-1800-0191-0050 and approves the Voluntary Annexation Petition. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-167.** Commissioner Sturges advocated for annexing and the removal of septic tanks. Commissioner Bean concurred with the environmental benefits of sewer in lieu of septic tanks. Commissioner Ross noted the non-conforming use of the property as a mobile home park. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.5 (Quasi-Judicial) RESOLUTION 2022-168 APPROVING A PRELIMINARY PLAT FOR A SUBDIVISION CALLED "ISLAND VIEW" TO CREATE TWELVE SINGLE FAMILY HOME SITES: According to the agenda support documents, Resolution 2022-168 approves the preliminary plat for Island View subdivision located on Bailey Road. City Attorney Bach explained the quasi-judicial procedure. City Clerk Best administered the oath.

The public hearing was opened at this time.

Asa Gillette, 20 S. 4TH Street, is a principal with Gillette and Associates and is the applicant for Island View subdivision and is reliant on the City staff report. Commissioner Sturges questioned the existing wet pond and grade. Commissioner Bean confirmed the approval of 12 units; however, Mr. Gillette stated the project awaits final approval from the Technical Review Committee (TRC). The public hearing was closed at this time. Commissioner Ross noted that although the project meets all the requirements it is yet another subdivision that diminishes the quality life for the City.

There being no further comments from the floor, the public hearing was closed.

A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve Resolution 2022-168. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

7.6 RESOLUTION 2022-169 APPROVES WITHHOLDING THE COLLECTION OF CITY-ASSESSED IMPACT FEES FOR NASSAU HABITAT FOR HUMANITY, INC. FOR THE CONSTRUCTION OF ONE AFFORDABLE HOUSING UNIT LOCATED AT 1207 ELM STREET: According to the agenda support documents, Resolution 2022-169 approves Nassau Habitat for Humanity, Inc.'s application to withhold collection of City impact fees for Parks & Recreation, Public Facilities, Police and Fire, totaling $4,623.84 for the unit located at 1207 Elm Street. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Resolution 2022-169. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.7 RESOLUTION 2022-170 APPROVES WITHHOLDING THE COLLECTION OF CITY-ASSESSED IMPACT FEES FOR NASSAU HABITAT FOR HUMANITY, INC. FOR THE CONSTRUCTION OF ONE AFFORDABLE HOUSING UNIT LOCATED AT 424 VERNON STREET: According to the agenda support documents, Resolution 2022-170 approves Nassau Habitat for Humanity, Inc.'s application to withhold collection of City impact fees for Parks & Recreation, Public Facilities, Police and Fire, totaling $4,505.28 for the unit located at 424 Vernon Street. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Resolution 2022-170. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.8 RESOLUTION 2022-171 APPROVES WITHHOLDING THE COLLECTION OF CITY-ASSESSED IMPACT FEES FOR NASSAU HABITAT FOR HUMANITY, INC. FOR THE CONSTRUCTION OF ONE AFFORDABLE HOUSING UNIT LOCATED AT 428 VERNON STREET: According to the agenda support documents, Resolution 2022-171 approves Nassau Habitat for Humanity, Inc.'s application to withhold collection of City impact fees for Parks & Recreation, Public Facilities, Police and Fire, totaling $4,505.28 for the unit located at 428 Vernon Street. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Resolution 2022-171. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.9 RESOLUTION 2022-172 APPROVING CHANGE ORDER #3 WITH CGC, INC. FOR WATERFRONT ROADWAY IMPROVEMENTS; AUTHORIZING EXECUTION: According to the agenda support documents, Resolution 2022-172 approves Change Order #3 with CGC, Inc. in an amount of $335,747.00 for a dedicated truck loading zone and additional curbing along Front Street in the

Waterfront Roadway Improvements Project. **A motion was made by Commissioner Ross, seconded by Commissioner Bean, to approve Resolution 2022-172. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.10 RESOLUTION 2022-173 APPROVING CHANGE ORDER #5 WITH BLACKWATER CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT RELATED TO THE RELOCATION AND EXTENSION OF THE AIRFIELD LIGHTING CIRCUITS: According to the agenda support documents, Resolution 2022-173 approves the Change Order in the amount of $8,941.00 for construction of the Fire Station at the Airport**. A motion was made by Vice Mayor Kreger, seconded by Commissioner Sturges, to approve Resolution 2022-173. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.11 RESOLUTION 2022-174 APPROVING CHANGE ORDER #6 WITH BLACKWATER CONSTRUCTION SERVICES FOR THE CONSTRUCTION OF THE FIRE STATION AT THE AIRPORT RELATED TO THE FOUNDATION: According to the agenda support documents, Resolution 2022-174 approves the Change Order in the amount of $29,974.66.00 for construction of the Fire Station at the Airport. **A motion was made by Commissioner Bean, seconded by Commissioner Sturges, to approve Resolution 2022-174.** City Engineer Charlie George explained the contractor, manufacturing and design process can sometimes underestimate the foundation size resulting in cost increases. Discussion ensued to clarify the bid process and need to improve going forward. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.12 RESOLUTION 2022-175 APPROVING AN AMENDMENT TO THE WASTEWATER DEPARTMENT BUDGET FOR FISCAL YEAR 2021/2022: According to the agenda support documents, Resolution 2022-175 approves an amendment to the Budget for FY2021/2022, moving funds to accommodate for the significant inflationary increase in the cost of services**. A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Resolution 2022-175. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 (*Legislative*) FIRST READING OF ORDINANCE 2022-25: City Attorney Bach read Ordinance 2022-25 by title only, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR 3.17 ACRES OF LAND LOCATED AT 1060 JEAN LAFITTE BLVD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-25 requests a change in Land Use category from Low Density Residential (LDR) to Conservation (CON) for the City-owned property located at 1060 Jean Lafitte Blvd. **A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Ordinance 2022-25. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.2 (*Quasi-judicial*) FIRST READING OF ORDINANCE 2022-26: City Attorney Bach read Ordinance 2022-26 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 CONSERVATION (CON) FOR 3.17 ACRES OF LAND LOCATED AT 1060 JEAN LAFITTE BLVD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-26 changes the zoning of 3.17 acres from low- density residential to conservation.

The public hearing was opened at this time and there being no comments from the floor, the public hearing was closed.

8.3 (*Legislative*) FIRST READING OF ORDINANCE 2022-27: City Attorney Bach read Ordinance 2022-27 by title only, which was as follows "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR 0.24 ACRES OF LAND LOCATED AT SOUTH 7TH STREET AND VACATED SOUTH 6TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-27 requests a change in Land Use category from Medium Density Residential to Conservation for Murphy Act lands. **A motion was made by Vice Mayor Kreger, seconded by Commissioner Bean, to approve Ordinance 2022-27. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried**.

8.4 (*Quasi-judicial*) FIRST READING OF ORDINANCE 2022-28: City Attorney Bach read Ordinance 2022-28 by title only, which was as follows "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA,ORDINANCE 2022-28 ASSIGNING A FUTURE LAND USE MAP CATEGORY OF A ZONING CATEGORY FOR CONSERVATION (CON) FOR 0.24 ACRES OF LAND LOCATED AT SOUTH 7TH STREET AND VACATED SOUTH 6TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-28 requests a change in Zoning assignment from Medium Density Residential to Conservation for State of Florida-owned lands.

The public hearing was opened at this time.

IN SUPPORT: Judy Fitzwater, 923 S. 7TH Street, advocated for the parcels to be conservation.

There being no further comments from the floor, the public hearing was closed.

8.5 FIRST READING OF ORDINANCE 2022-29: 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 70, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE I, IN GENERAL, BY AMENDING SECTION 70-1 BY CLARIFYING LANGUAGE; BY AMENDING SECTION 70-2 RELATED TO ENCROACHMENTS AND USE OF THE PUBLIC RIGHT-OF-WAY BY ADDING A DEFINITION, UPDATING THE PERMITTING PROCESS, AND REQUIRING THAT ENCROACHMENTS MUST SERVE A PUBLIC PURPOSE; BY AMENDING SECTIONS 70-3 AND 70-4, TO CLARIFY LANGUAGE; BY AMENDING SECTIONS 70-5 AND 70-6 TO REMOVE SUNDAY EXCEPTION TO CLEANING; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. According to the agenda support documents, Ordinance 2022-29 removes legalese language and provides updated regulations regarding encroachments in the public rights-of-way. **This item was removed from consideration.**

9.1 SECOND READING OF ORDINANCE 2022-24: City Attorney Bach read Ordinance 2022-24 by title only, which was as follows "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ORDINANCE 2022-24 ESTABLISHING AND AMENDING FEES FOR THE AIRPORT, BUILDING, BUSINESS/CODE ENFORCEMENT, CEMETERY, CITY CLERK'S OFFICE, CITY MANAGER'S OFFICE, FIRE, GOLF COURSE, MARINA, PARKS AND RECREATION, PLANNING, POLICE, SANITATION, STORMWATER, STREETS, WASTEWATER, WATER, AND IMPACT FEES, EXCLUDING WATER AND SEWER IMPACT FEES FOR FY 2021/2022; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE." According to the agenda support documents, Ordinance 2022-24 approves the amended Master Fee Schedule consisting of the Airport, Building, Business/Code Enforcement, Cemetery, City Clerk's Office, City Manager's Office, Fire, Golf Course, Marina, Parks and Recreation, Planning, Police, Sanitation, Stormwater, Streets, Wastewater, Water, and Impact Fees, excluding Water and Wastewater Impact Fees

for Fiscal Year 2022/2023.

The public hearing was opened at this time.

PUBLIC SAFETY: Dawn Lunt, 204 Lawrence Lane, distributed a handout regarding public safety at the annual Shrimp Festival and advocated for reconsideration of the drastic increase to the Master Fee schedule especially in public safety. Following discussion, the consensus of the City Commission was to direct the City Manager to craft a Resolution to offset public safety costs for the Shrimp Festival Committee in the amount of. $5,000.00

There being no further comments from the floor, the public hearing was closed.

City Manager Martin gave a detailed explanation of the staffing challenges for both the police and fire departments and reasons for fee increases. Lengthy discussion ensued amongst the Commission regarding the fee schedule and amending fees.

A motion was made by Commissioner Bean, seconded by Vice Mayor Kreger, to approve Ordinance 2022-24 as amended, to include eliminating tennis court key fees and keeping the tennis facility unlocked. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

CITY MANAGER REPORTS:

CONDOLENCES: City Manager Martin extended condolences to the family and colleagues of Ted Selby, former Nassau County Manager.

COMMITTEE: City Manager Martin will attend the Northeast Florida League of Cities Finance and Taxation committee meeting Thursday October 6th to discuss property taxes, transfers, and business licenses.

DUNES: City Engineer Charlie George gave a brief overview of the building permit in question near a dune and the recent inclusion of silt fencing at the site. Going forward beach construction will be reviewed more diligently prior to permit approval.

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:

MEETING: Vice Mayor Kreger will meet with the Florida Fish and Wildlife Commission (FWC) Thursday September 22 regarding beach environmental impacts.

PRIVATE PROPERTY: Commissioner Sturges urged caution with private property rights.

CELEBRATION: Mayor Lednovich attended the vibrant Trinity United Methodist Church 200th Anniversary Celebration.

FESTIVAL: Mayor Lednovich announced the second annual Island Hop Beer Festival Saturday October 1st in Central Park.

FUNDRAISER: Mayor Lednovich revealed the recent 33rd Annual Endless Summer Watermelon Bike

Ride raised $3,300 for public safety.

CONDOLENCES: Mayor Lednovich conveyed condolences to the family of former Nassau County Manager Ted Selby.

ADJOURNMENT: There being no further business to come before the City Commission, the meeting was adjourned at 9:53 PM.

ATTEST:

_____	_____
Caroline Best	Michael A. Lednovich
City Clerk	Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-56
Gateway Improvement Project

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-56.

SYNOPSIS: Staff recommends a budget amendment and requests approval to move forward with the Gateway Improvement Project. This item is placed on the agenda at the request of the Director of Operations Jeremiah Glisson.

FISCAL IMPACT: Funding is available with a budget transfer of $25,000 from the General Government Building account, 3001000 56200 to the General Government Improvements account, 300100 56300.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-56.

Jeremiah Glisson, Operations Director	3/29/2023
Katie Newton, Legal Assistant	3/31/2023
Agnes White, Administrative Services Manager	3/31/2023
Pauline Testagrose, Comptroller	3/31/2023
Mark Foxworth, Interim City Manager	4/3/2023
Tammi E. Bach, City Attorney	4/6/2023

Date: March 07, 2023

Submitted By: Catherine Sabattini, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2023-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE CITY OF FERNANDINA BEACH GATEWAY SIGN IMPROVEMENT PROJECT AND THE RELATED BUDGET AMENDMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their March 21, 2023, Regular Meeting, heard a presentation from Fernandina Beach Main Street regarding the Gateway Sign Improvement Project and subsequently reached a consensus to move forward with the rehabilitation of the Gateway Sign at the intersection of 8th Street and Lime Street; and

WHEREAS, staff requests City Commission approval of the Gateway Sign Improvement Project, which will consist of the rehabilitation of the Gateway Sign, electrical, irrigation, installation of flag poles, and landscaping through a collaborative effort of City staff, City contractors, and Keep Nassau Beautiful; and

WHEREAS, when the FY 2022/2023 Budget was prepared, this project was not anticipated and was not included in the budget; and

WHEREAS, staff recommends an amendment to the Fiscal Year 2022/2023 budget by transferring $25,000 for the Gateway Sign Improvement Project from the Capital Improvement Fund Building account, 3001000 56200 to the Capital Improvement Fund Improvements account, 300100 56300 Project # 23057.

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 Gateway Sign Improvement Project and a budget transfer in the amount of $25,000 from the Capital Improvement Fund Building account, 3001000 56200 to the Capital Improvement Fund Improvements account, 300100 56300 Project #23057.

SECTION 2. The City Clerk and the Interim City Manager are hereby authorized to execute all documentation pertaining to this Project, upon review and approval of the City Attorney.

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

ADOPTED this 18th day of April, 2023.

ATTEST:

_____
CAROLINE BEST
City Clerk

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner-Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

GATEWAY CORRIDOR

Welcome To Historic
FERNANDINA BEACH
Isle of Eight Flags

GATEWAY CORRIDOR

MAJOR CANOPY TREE #3

POLLINATOR WILD FLOWER FIELD

MINOR CANOPY TREES (EXISTING)

GROUND COVER COLOR FIELD

SHRUBS

MAJOR CANOPY TREE #2

FLAGS

ROW

8TH ST.

ROW

LANDSCAPE SCREEN

MAJOR CANOPY TREES
MINOR TREES
SHRUBS
GROUND COVER
LANDSCAPE LIGHTING

LANDSCAPE SCREENING

IDENTITY SIGN

MINOR CANOPY TREES (EXISTING)

SHRUBS

GROUND COVER COLOR FIELD

MAJOR CANOPY TREE #1

LIME ST.

FERNANDINA BEACH

EST. 1825

Welcome To Historic

FERNANDINA BEACH

Isle of Eight Flags

Section	Item	Supplier	New Design	Old Design	Details
Landscape	Trees	Southern Pride Tree Farm	$16,432	$16,432	8.5"-11" caliper Live Oak Trees, tax & frt incl.
	Shrubs		$2,000	$2,000	
	Other, grass/flowers		$1,000	$1,000	
	Labor		$0	$0	city to install
Lighting	Electrical Service/Light fixtures		$2,800	$2,800	
	Labor		$0	$0	city to install
West Side	Flag Poles (25' fiberglass white x3)		$2,100	$2,100	
	Installation		$0	$0	city to install
East Side	Sign Refurbishment (as agreed)	Island Stucco	$10,000		Add Columns, arched top; stucco
	Lettering-Bronze (as agreed)	FastSigns	$7,896		Metal anodized; **highest quality-** 50 years
		FastSigns			Acrylic-$4,575
		FastSigns			High Density Urethane-$3,063
		Logo	$800		Engraved
	Sign Refurbishment (existing wall only)			$5,000	stucco coating of entire wall/base/brick trim
	Lettering-Multi colors	FastSigns		$5,043	Foam core with vinyl logo-**lowest quality-**5 years
Knee Walls	East Side 35'x50'		$1,800		
	Knee Wall 20'x50'		$1,000		
	Total Projected		$45,828	$34,375	

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-57
Purchase Approval – 2023 Chevrolet Tahoe and Equipment

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-57.

SYNOPSIS: Staff requests City Commission approval to purchase a 2023 Chevrolet Tahoe to replace unit #2056, which was deemed a total loss due to a vehicle crash. The new vehicle is available through pre-approved contracts for government use (Florida Sheriff's Association, Florida State Contract, Sourcewell, etc.). This item is placed on the agenda at the request of the Director of Operations Jeremiah Glisson.

FISCAL IMPACT: Funds are available in the Insurance account, 631 22631.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-57.

Jeff Tambasco, Interim Police Chief	3/23/2023
Agnes White, Administrative Services Manager	3/29/2023
Katie Newton, Legal Assistant	3/30/2023
Pauline Testagrose, Comptroller	3/31/2023
Mark Foxworth, Interim City Manager	4/3/2023
Tammi E. Bach, City Attorney	4/3/2023

Date: March 16, 2023

Submitted By: Jeremiah Glisson, Operations Director

COMMISSION ACTION: Adopt

RESOLUTION 2023-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF A 2023 CHEVROLET TAHOE FOR THE POLICE DEPARTMENT AND DECLARING UNIT #2056 AS SURPLUS FOR FISCAL YEAR 2022/2023; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff requests City Commission approval for the purchase of a 2023 Chevrolet Tahoe patrol vehicle from Stingray Chevrolet in the amount of $39,302 through Florida Sheriff's Bid #FSA22-VEL30.0 contract and vehicle specific emergency equipment from Dana Safety Supply; and

WHEREAS, staff requests declaring unit #2056 (2020 Chevrolet Tahoe), as surplus due to a vehicle crash on March 12, 2023 which deemed the patrol vehicle a total loss; and

WHEREAS, funds are available in the insurance allocation account 631 22631 for Fiscal Year 2022/2023.

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 purchase of a 2023 Chevrolet Tahoe for the Police Department in the amount of $39,302 and declares #2053 as surplus for Fiscal Year 2022/2023.

SECTION 2. The Interim City Manager and City Clerk are hereby authorized to execute all documentation pertaining to these purchases, upon the review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Stingray CHEVROLET

2002 N. Frontage Rd
Plant City, FL 33563

VEHICLE QUOTE

Florida Sheriffs' Assn Bid FSA22-VEL30.0

Attention: J Norman
Agency: Fernandina Beach
Phone # : 904-753-0335
Fax # :

Date : 3/20/23

jnorman@fbfl.org

Spec Item: 219

Norhern Region

Option Code	Description	Unit Price
CC15706/9C1	**2023** Model Chevrolet Tahoe Police Rated Utility Vehicle	$ 38,493.00
	5.3L V8 eng.; 10-speed Auto Trans.; A/C;	
	AM-FM HD radio w 4 USB ports & 1 aux jack; Power	
	Cloth 40/20/40 front bench w/ center "20" removed	
	exposing bare floor trim; Vinyl split rear seat;	
	LH side LED spotlight; Cruise control;	
	Power steering; Daytime running lights;Vinyl	
	floor; 4 wheel disc ABS; Power windows & locks;	
	Full sized spare tire; Center hub caps; Aux.	
	battery;OnStar equipped; bluetooth for phone;	
	front license plate bracket; 250 amp alternator	
Options:		
DRZ	Rear Camera Mirror; inside rearview auto-dimming w/	$ 474.00
	full camera display; inclds rear camera mirror washer	
	Enhances outside rear vision impeded by prisoner partition	
	(not available w/ PQA Safety pkg.)	
6C7	Front auxiliary red/white dome light	$ 169.00
6N6	Rear door locks & handles inoperative	$ 61.00
6N5	Rear window switches inoperable	$ 56.00
BCV	Auto door lock disable	$ 49.00
4 FOBS	4 combo/key-keyless start fobs total	INCLD
GAZ	Summit White exterior	NC
H1T	Jet black interior	NC
Warranty:	Basic 3 Years/36,000 miles; $0 deductible	
	Drivetrain: 5 Years/100,000 miles; $0 deductible	
	Corrosion: 3 Years/36,000 miles (Rust-Through 6 Years/100,000 miles)	
	Roadside Assistance: 5 Years/100,000 miles	

Options Total: $ 809.00

Sub-Total Unit Cost: $ 39,302.00

Comments:

Quoted By "Magic" Peter Popiel
Phone # : (407)221-7600
Office # (813)359-5016
E-mail : MAGICPETERFLEET@GMAIL.COM

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479917
Customer No.	FERNB

Bill To	**Ship To**
FERNANDINA BEACH, CITY OF EMAIL ALL INVOICES TO PATTI MACK csabattini@fbfl.org	DANA SAFETY SUPPLY 561 STEVENS STREET JACKSONVILLE, FL 32254
Contact: **Telephone:** **E-mail:** JNORMAN@FBFL.ORG;brathmell@fbfl.org	**Contact:** INSTALLS **Telephone:** 904-388-7006 **E-mail:** brathmell@fbfl.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/22/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2023 TAHOE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EMPLB0030D-1R7 SOI MPOWER 55" 10-16 VOLT RB/RBW/BR Warehouse: JACK Vin #:	1,647.7300	1,647.73
1	1	Y	ENGSA5200RSP SOI 500 SERIES 200WATT DUAL TONE BTNN SIREN Warehouse: JACK Vin #:	740.6200	740.62
1	1	Y	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: JACK Vin #:	141.8700	141.87
1	1	Y	ENGLMK001 SOI BLUPRINT LINK FOR 2021 TAHOE Warehouse: JACK Vin #:	389.4000	389.40
2	2	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKEiR Warehouse: JACK Vin #: 100J series composite speaker w/ universal bail brkt-100 watt	138.0000	276.00

Print Date	03/22/23
Print Time	10:53:08 PM
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Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	EMPAK00FJT SOI MPOWER REAR SPOLIER KIT 212 TAHOE RBA Warehouse: JACK Vin #: Chevrolet Tahoe (2021) 6 Mod Split Rear (DRV) |T18||T18||T18| |T18||T18||T18| (PAS) |RBA||RBA||RBA|X X|RBA||RBA||RBA| Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) (DRV) |---||---||---||---||---||---| (PAS)	1,021.8600	1,021.86
4	4	Y	EMPS2QMS4J SOI MPOWER FASCIA 4"12-LED QUICK MNT RED/BLUE Warehouse: JACK Vin #: UNDER THE HATCH - 2 INSIDE TAILGATE, MOUNT TO BODY, NEXT TO TAILLIGHTS- 2	98.8700	395.48
2	2	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: JACK Vin #:	9.1200	18.24

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Sales Quote

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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Customer No.	FERNB

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/22/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2023 TAHOE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: JACK Vin #: REAR CARGO WINDOWS - BOTTOM CENTER - 2 IN SHROUDS RED/BLUE FLASH ONLY, ACTIVATE WHITE OVERRIDE WITH ALLEY LIGHT REAR DOORS/VENT WINDOW - 2 RED/BLUE FLASH ONLY, ACTIVATE WHITE OVERRIDE WITH ALLEY LIGHT	102.1400	408.56
2	2	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: JACK Vin #:	8.5200	17.04
1	1	Y	PMP2BKUMB5-P SOI 2021 TAH PAS INTERSECTOR BKT Warehouse: JACK Vin #:	22.1300	22.13
1	1	Y	PMP2BKUMB5-D SOI 2021 TAH DRIVER INTERSECTOR BKT Warehouse: JACK Vin #:	22.1300	22.13
2	2	Y	ENT3B3RBW SOI INTERSECTOR 18-LED SFC MNT,BLK HSG RED/BLUE/W Warehouse: JACK Vin #: RED/BLUE FLASH ONLY, ACTIVATE WHITE OVERRIDE WITH ALLEY LIGHT FUNCTION	152.4300	304.86

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Sales Quote

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Telephone: 800-845-0405

Sales Quote No.	479917
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/22/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2023 TAHOE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	PMP2WDG35B SOI MPOWER 4" 35 DEGREE WEDGE BLACK Warehouse: JACK Vin #: FOR RUNNING BOARD LIGHTS	5.8100	23.24
4	4	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WH Warehouse: JACK Vin #: RUNNING BOARDS, 1 AT B PILLAR/1 AT FRONT DOOR HINGE - 2 PER SIDE - 4 TOTAL RED/BLUE FLASH ONLY, ACTIVATE WHITE OVERRIDE WITH ALLEY LIGHT FUNCTION	102.1400	408.56
2	2	Y	EML6E20RB SOI ML6 LED FLUSH MNT LIGHT, RED/BLUE Warehouse: JACK Vin #: SIDE OF FRONT BUMPER	40.0900	80.18
1	1	Y	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: JACK Vin #: CENTER FRONT CELING BETWEEN FRONT SEATS	58.3100	58.31
2	2	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: JACK Vin #: REVERSE LIGHTS	56.3100	112.62

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	479917
Customer No.	FERNB

Bill To	**Ship To**
FERNANDINA BEACH, CITY OF EMAIL ALL INVOICES TO PATTI MACK csabattini@fbfl.org	DANA SAFETY SUPPLY 561 STEVENS STREET JACKSONVILLE, FL 32254
Contact: **Telephone:** **E-mail:** JNORMAN@FBFL.ORG;brathmell@fbfl.org	**Contact:** INSTALLS **Telephone:** 904-388-7006 **E-mail:** brathmell@fbfl.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/22/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2023 TAHOE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PKG-VSX-1800-TAHPM1 HAV Package - Wide VSX Console with Front Printer Moun Warehouse: JACK Vin #: Package includes wide vsx console with front printer mount, C-ARM-1001 ARMREST), CUP2-1004 (CUPHOLDER), C-HDM-224 (TELESCOPING POLE KIT FOR LAPTOP), C-MD-119 (SLIDE OUT LOCKING SWING ARM FOR LAPTOP MOUNT), and CMX15600-08-1 (FUSE BLOCK KIT). ALL FACEPLATES INCLUDED brackets need C-EB40-SO5-1P C-EB25-XTL-1P C-EBW-85-XTL-1P	997.0000	997.00
1	1	Y	C-LP-3 HAV 2 PLATE W/ THREE 12VDC LIGHTER OUTLETS Warehouse: JACK Vin #:	28.7300	28.73
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: JACK Vin #:	31.2500	62.50
2	2	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: JACK Vin #:	10.4500	20.90

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Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	CG-X HAV CHARGE GARD, UNIVERSAL, CONTROL MODULE Warehouse: JACK Vin #: INFINITE TIMER, SURGE PROTECTOR 12VDC, 30a ********** *******	58.6300	58.63
1	1	Y	DS-PAN-432 HAV DOCKING STATION & POWER SUPPLY FOR PANASON CF-54 Warehouse: JACK Vin #:	789.6500	789.65
1	1	Y	LPS-211 HAV Multipurpose Bracket for Power Supplies on Docks Warehouse: JACK Vin #:	25.0600	25.06
1	1	Y	PSI-12PRO-SP BLI PRIORITY START PRO-MAX W/SURGE PROTECTION Warehouse: JACK Vin #:	85.0000	85.00
1	1	Y	75713 STINGER LED FLASHLIGHT AC & DC CHARGERS Warehouse: JACK Vin #: 350 LUMENS MAX OUTPUT **********	122.2500	122.25
1	1	Y	PAN-GPSB PANORAMA ANTENNA MULTI BAND GPS 2G,3G,4G W/LAN Warehouse: JACK Vin #:	255.4400	255.44

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Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PAN-AFM-835 PANORAMA FLEXIBLE ANTENNA ODB 740-960 MHZ Warehouse: JACK Vin #:	22.4400	22.44
1	1	Y	PAN-C23F-5M PANORAMA FEM (FTD) MPL (FTD) 5MM CS23 CABLE Warehouse: JACK Vin #:	29.3000	29.30
1	1	Y	PAN-C32SP-5NJ PANORAMA 5M CS2 CABLE ASSY SMA Warehouse: JACK Vin #:	62.0400	62.04
1	1	Y	C23FP-5SP-GNSS PANORAMA ANTENNA FME PLUG(M) TO SMA PLUG(M) Warehouse: JACK Vin #:	26.9000	26.90
1	1	Y	C29T-5SJ ROK 5M CS29 CABLE ASY Warehouse: JACK Vin #:	30.6200	30.62
1	1	Y	GK0068E SMC SINGLE T-RAIL MT W/ELECTRIC BLAC-RAC LOCKING HEAD Warehouse: JACK Vin #:	495.2400	495.24
1	1	Y	PK0123TAH212ND SMC 12VS, 2ND EXPANDED METAL Warehouse: JACK Vin #: PK0123TAH212ND	381.4600	381.46

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
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Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PK0398TAH21 SMC #8VS RP Stationary Window Warehouse: JACK Vin #: PK0398TAH21	572.5200	572.52
1	1	Y	BK2168TAH21 SMC PB450L4 21 TAHOE Warehouse: JACK Vin #: BK2168TAH21 4 - TRIO M POWER - RED/BLUE/WHITE	737.2200	737.22
1	1	Y	QK1374TAH21 SMC REPLACEMENT SEAT 2021 TAHOE Warehouse: JACK Vin #: CENTER PULL BELTS STAND ALONE OEM REPLACMENT CONTOUR TRANSPORT SEAT "*REQUIRED #12VS Cargo Area Rear Partition NOT INCLUDED *FOR USE WITHOUT 2ND ROW SEAT DELETE OPTION (CODE:ATZ) "	710.8700	710.87
1	1	Y	LOFT-BCP LUND Butt Cup Asbly, Mntng Brkt & Hrdware Warehouse: JACK Vin #:	47.4900	47.49
1	1	Y	LOFT-21TAH-GV LUND LOFT TAHOE 21 Warehouse: JACK Vin #: LOFT-21TAH-GV	704.3700	704.37

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Telephone: 800-845-0405

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Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	TINT Vehicle Window Tint Per Customers Specs Warehouse: JACK Vin #:	145.0000	145.00
1	1	Y	T62213B TIGERT 2021 TAHOE DRIVER BUCKET Warehouse: JACK Vin #:	175.0000	175.00
1	1	Y	TIGER TOUGH BADGE EM TIGER TOUGH BADGE EMBROIDERY Warehouse: JACK Vin #: *insert specifics here*	14.5000	14.50
1	1	Y	C-SW-1 HAV BLACK ON/OFF ROCKER SWITCH W/RED PILOT LIGH Warehouse: JACK Vin #: POWERED FROM THE CONTROL HEAD CONNECTED TO A CHARGE GUARD	14.5400	14.54
1	1	Y	C-EBW15-USB-1P HAV SINGLE USB BRACKET Warehouse: JACK Vin #: C-EBW15-USB-1P	11.1000	11.10
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: JACK Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	225.0000	225.00

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
03/22/23	GROUND SHIPMENT	PPAY & ADD TO INVOICE	2023 TAHOE	NET30

Entered By	Salesperson	Ordered By	Resale Number
Ken Stivers	KEN STIVERS-Jacksonville	CAPT JIM NORMAN	85-8012740105C-3

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: JACK Vin #: TAMPA CONTRACT# 2-21 **Approved By:** _____ ☐ **Approve All Items & Quantities** **Quote Good for 30 Days**	3,855.0000	3,855.00

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Subtotal	16,794.60
Freight	800.00
Order Total	17,594.60

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-58
Blackwater Construction Services, LLC - Change Order #11

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-58.

SYNOPSIS: The City awarded the construction to Blackwater Construction Services, LLC of Gainesville, Florida, via Resolution 2023-03 on January 4, 2022; approved Change Orders #1 through #10 via various Resolutions.

Resolution 2022-03, the original contract with Blackwater Construction, was $4,739,217.00, with a total construction budget of $4,850,000.00. Approval of subsequent Change Orders #1-10 have resulted in a revised contract with Blackwater Construction of $4,578,229.48.

City staff recommends approval of several further changes, including modifications to the seven bunk rooms for an increase of $39,771.49, an increase to the limerock base course material of $25,819.90, and a substitute for the metal building paint for an increase of $18,068.13, and a modification to the decontamination shower enclosure for an increase of $2,305.63; totaling $85,965.15. During the construction, several items incurred significant cost increases beyond the Contractor's control. These items consist of:

Item	Bid Amount	Cost Increase if Item Stays in Contract
Asphalt Pavement	$94,830.00	$61,530
Apparatus Floor Coating	$63,981.63	$35,000
Apparatus Bay Doors	$109,352.52	$31,000

City staff recommends removal of these three items from the Contractor's scope for a total credit of $268,164.15 on the contract in order for the City to solicit competitive bids for these items for installation outside of Blackwater Construction Services construction contract.

These changes together create a combined deductive Change Order #11 in the amount of ($182,199.00).This item is placed on the agenda at the request of the Deputy City Manager, and City Engineer, Charles George.

FISCAL IMPACT: The funding would be placed back in the project budget in the Airport Improvements account, 420 56200 19051.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-58.

Charles George, Interim City Manager	3/30/2023
Katie Newton, Legal Assistant	3/30/2023
Agnes White, Administrative Services Manager	3/31/2023
Pauline Testagrose, Comptroller	3/31/2023
Mark Foxworth, Interim City Manager	4/3/2023
Tammi E. Bach, City Attorney	4/3/2023

Caroline Best

Date: March 16, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2023-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING DEDUCTIVE CHANGE ORDER #11 WITH BLACKWATER CONSTRUCTION SERVICES ON THE FIRE STATION AT THE AIRPORT FOR MODIFICATIONS TO BUNK ROOMS AND DECONTAMINATION SHOWER, SUBSTITUTION OF BUILDING PAINT, AND FOR LIMEROCK MATERIAL COST INCREASES; REMOVAL OF THREE ADDITIONAL ITEMS FROM THE SCOPE OF WORK DUE TO COSTS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission awarded the construction of a new combination Fire Station and Aircraft Rescue and Fire Fighting (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 City Commission approved a deductive Change Order #1 via Resolution 2022-46, Change Orders #2 and #3 via Resolution 2022-102, Change Order #4 via Resolution 2022-132, Change Order #5 via Resolution 2022-173, Change Order #6 via Resolution 2022-174, Change Order #7 via Resolution 2022-206, Change Order #8 via Resolution 2022-226, Change Order #9 via Resolution 2023-19, and Change Order #10 via Resolution 2023-31; and

WHEREAS, via Resolution 2022-03, the original contract with Blackwater Construction Services was $4,739,217.00, with a total construction budget of $4,850,000.00. Approval of subsequent Change Orders #1-10 have resulted in a revised contract with Blackwater Construction Services of $4,578,229.48; and

WHEREAS, City staff recommends approval of several further changes, including modifications to the seven bunk rooms for an increase of $39,771.49, an increase to the limerock base course material of $25,819.90, and a substitute for the metal building paint for an increase of $18,068.13, and a modification to the decontamination shower enclosure for an increase of $2,305.63; totaling $85,965.15; and

WHEREAS, during the construction, several items incurred significant cost increases beyond the Contractor's control. These items consist of:

Item	Bid Amount	Cost Increase if Item Stays in Contract
Asphalt Pavement	$94,830.00	$61,530
Apparatus Floor Coating	$63,981.63	$35,000
Apparatus Bay Doors	$109,352.52	$31,000

and;

WHEREAS, City staff recommends removal of these three items from the Contractor's scope for a total credit of $268,164.15 on the contract in order for the City to solicit competitive bids for these items for installation outside of Blackwater Construction Services construction contract; and

WHEREAS, these changes together create a combined deductive Change Order #11 in the amount of ($182,199.00); and

WHEREAS, the funding would be placed back in the project budget in the Airport Improvements account, 420 56200 19051.

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

SECTION 1. The City Commission approves deductive Change Order #11, totaling ($182,199.00), from Blackwater Construction Services of Gainesville, Florida's contract for the construction of the new Fire Station No. 2.

SECTION 2. The Interim City Manager and City Clerk, after review and approval by the City Attorney, are hereby authorized to execute all documentation pertaining to award of net deductive Change Order No. 11 totaling ($182,199.00) to Blackwater Construction Services, resulting in a new contract price of $4,396,030.48.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
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: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Fernandina Beach Fire Station No. 2 800 Airport Road Fernandina Beach, Florida 32032	Contract For: General Construction Date: March 30, 2022	**Change Order Number: 011** **Date: April 18, 2023**
OWNER: *(Name and address)* City of Fernandina Beach 1180 South 5th Street Fernandina Beach, Florida 32034	**ARCHITECT:** *(Name and address)* Passero Associates 4730 Casa Cola Way, Suite 200 St. Augustine, Florida 32095	**CONTRACTOR:** ***(Name and address)*** Blackwater Construction Services 3715 NW 97th Boulevard, Suite B Gainesville, Florida 32606

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert detailed description of the change and, if applicable, attach or reference 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:

Change Order includes:
-Deletion of asphalt work ($182,199.00)
- Deletion of procurement and installation of Apparatus Bay Doors
- Deletion of Apparatus Bay Floor Coating
- Modifications to Living Quarters Casework
- Revising steel paint product
- Addition to Limerock base course material

The original Contract Sum was	**$4.739.217.00**
The net Change by previously authorized Change Orders	**($ 160,987.52)**
The Contract Sum prior to this Change Order was	**$4,578,229.48**
The Contract Sum will be reduced by this Change Order in the amount of	**($ 182,199.00)**
The new Contract Sum including this Change Order	**$4,396,030.48**
The Contract Time will be changed by ( ) days	
The date of Substantial Completion will be June 4, 2023	

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.

City of Fernandina Beach	Blackwater Construction Services	City of Fernandina Beach
SIGNATURE	Casey Willis SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	Casey Willis, APM PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	3/27/2023 DATE	DATE

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User Notes:

City of Fernandina Beach
Office of City Engineer

Charles George, P.E.
cgeorge@fblf.org

Re: Fire Station No. 2 Construction - Change Order #11 Summary
Change Order #11 consists of several modifications to the contract, involving the following:

A. Due to multiple increases in oil prices over the past year, asphalt material costs have risen several times. The Contractor's bid prices for the asphalt work totaled $94,830.00. Recently, the Contractor has advised that the cost has risen to approximately $140,000.

   The City currently has an annual contract for asphalt work with Kudzue III. To control the project costs for the Fire Station, City staff requested and received a quote for the asphalt work totaling $80,000. Removing the asphalt work from the Fire Station Contractor's scope and contract and contracting with the City's asphalt provider would eliminate the cost increase proposed by the Fire Station Contractor. Given that the asphalt work is typically one of the final efforts on the project, there would not be any conflicts with the Fire Station's contractor finishing their work. The credit for deleting the asphalt surface is $94,830.00.

B. The original bid for the eight apparatus bay doors was $109,352.52 and consisted of a "roll-up" door system with a minimal window section in each door. The color for the doors was not clearly specified and it was determined after the bid that the color preferred by the City was a $31,000.00 increase due to its premium "distinction." After several discussions between all parties regarding the type of door and features, the City staff recommends removal of the Apparatus Door scope from the Fire Station Contract of in the amount of $109,352.52, in order to bid the door work.

C. The original bid for the apparatus bay floor coating was $63,981.63. The cost of the materials increased, and the Contractor's subcontractor decided not to pursue the work further. Attempts by the Contractor to obtain different products and other subcontractors to provide the work within the original bid price were unsuccessful. City staff recommends removal of this scope of work and provide a credit to the Contract of $63,981.63.

D. During the construction of the pre-engineered metal building structure, the paint specified for the steel structure was discontinued resulting in a similar paint material needing to be determined. The recommended paint by the Fire Station designer resulted in an additional cost over the bid amount of $18,068.13.

E. The seven living quarters rooms in the Fire Station were originally designed to include specific sizes of desks, shelving, and lockers. During the construction, the bunk rooms were modified to increase the locker sizes and add additional shelving and storage, creating an additional cost of $39,771.49.

F. The bid documents included replacement of the existing deteriorated pavement from the Fire Station building to the airport apron to accommodate direct access by fire vehicles to the airport as part of the ARFF requirements. During the construction, it was determined that the thickness of the existing pavement was significantly less than the bid documents indicated. To provide for the weight and use of the ARFF vehicles, the design of the replacement pavement needs to be thicker, requiring additional limerock for the base course section resulting in an increase in cost of $25,819.90.

City of Fernandina Beach
Office of City Engineer

Charles George, P.E.
cgeorge@fblf.org

The total of Change Order #11 will be a credit of $182,199.00 bringing the total project cost to date of $4,396,030.48 which is $343,186.52 less than the original contract amount of $4,739,217.00. The project budget for the Fire Station was established as $4,850,000.00. With this Change Order No. 11, the project to date will be $453,969.52 under the project budget.
The savings created by this change order will be used to perform the items deleted consisting of the Apparatus Bay floors and doors and the asphalt surface pavement with contractors for the City outside of the scope of the Fire Station's General Contractor.

The anticipated cost of the three items deleted that will be competitively bid are:

Apparatus Bay Doors: $247,800
Asphalt Surface Course: $82,000
Apparatus Bay Floor: $40,000
Total: $369,800

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-59
Final Plat Approval - "Island View" Subdivision 12 single-family homesites.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-59.

SYNOPSIS: The applicant, Jade Brown, agent for owner, Tim Ritch (Scott Road Partners, LLC) requests final plat approval of a single-family home subdivision containing twelve (12) lots on 4.85 acres of land located on Bailey Road. The Planning Advisory Board held a public hearing on March 8, 2023, and recommended approval of this change.

The City Commission, at its September 20, 2022, regular meeting, approved the preliminary plat for this subdivision and no changes have been made. This item is placed on the agenda at the request of the City Commission.

FISCAL IMPACT: Collection of impact fees, permit fees, and recurring utilities fees for twelve homesites.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-59.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	3/29/2023
Pauline Testagrose, Comptroller	3/31/2023
Mark Foxworth, Interim City Manager	4/3/2023
Tammi E. Bach, City Attorney	4/3/2023

Date: March 22, 2023

Submitted By: Daphne Forehand, Planner I

COMMISSION ACTION: Adopt

RESOLUTION 2023-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FINAL PLAT, PAB CASE 2023-0034 TITLED, "ISLAND VIEW"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jade Brown has applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a final plat titled, "Island View"; and

WHEREAS, the "Island View" subdivision, includes the creation of twelve lots for single family home sites containing; and

WHEREAS, the City Commission, at its September 20, 2022, regular meeting, approved the preliminary plat for "Island View" via Resolution 2022-168, and no changes have been made in this final plat; and

WHEREAS, staff has reviewed the applicant's request for final plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, on March 8, 2023, the Planning Advisory Board reviewed the final plat and issued a recommendation of approval.

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

SECTION 1. The plat titled "Island View," is hereby accepted and approved as a final plat.

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

ADOPTED this 18th day of April 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Print

Planning Advisory Board (PAB) - Submission #10721

Date Submitted: 1/31/2023

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 (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [x] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [x] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [x] A complete application filed at least forty-five (45) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [x] Proof of Ownership (copy of deed or tax statement);
- [x] A current survey of the property (no older than two years);
- [x] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [x] A detailed letter of intent stating the following:
- [x] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [x] 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?*

1/31/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

2754 and 2766 Bailey Road

City* Fernandina Beach

State* FL

Zip* 32034

Parcel ID #(s)*

00-00-30-044B-0076-0010 and 00-00-30-044B-0076-0020

Lot* 1-12

Block* 1

Subdivision* Island View

Zoning District* R-1

Future Land Use Designation* Low Density Residential

REVIEW TYPE*

- ☐ Zoning Map Amendment â‰¤ 10 acres
- ☐ Zoning Map Amendment > 10 acres
- ☐ LDC Text Amendment
- ☐ Comp Plan Amendment
- ☐ Subdivision Plat â€“ Preliminary â‰¤ 20 units
- ☐ Subdivision Plat â€“ Preliminary > 20 units
- ☑ Subdivision Plat â€“ 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* Tim

Last Name* Ritch

Company (if applicable)

Scott Road Partners, LLC

Mailing Address*

9995 GATE PKWY N 400,

City*

Jacksonville

State*

FL

Zip*

32246

Telephone Number*

3214032777

Email Address*

jadeb@fcginc.net

OWNER'S AGENT

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

First Name

Barron (Jade)

Last Name

Brown

Mailing Address

9995 GATE PKWY N 400,

City

Jacksonville

State

FL

Zip

32246

Telephone Number

3214032777

E-mail Address

jadeb@fcginc.net

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Preliminary Plat Approval 9/20/22 (Resolution 2022-168) Final Plat processed on 12/20/22 through TRC process.

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

Final Plat Approval through PAB and then City Commission

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*

Barron (Jade)

Applicant Last Name*

Brown

Today's Date*

1/31/2023

Upload Supporting Documentation*

2754 Bailey - Owners Policy Of Title Insurance .pdf

Upload 2

2022-168 Approves Preliminary Plat Titled Island View.pdf

Upload 3

Final Plat letter.docx

Upload 4

Choose File No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

1/31/23

Kelly N. Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Main: (904) 310-3480 | Direct: (904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

Dear Kelly:

Please find our submittal for Final Plat for the Island View Subdivision.

Based on the findings of the Technical Review Committee and planning staff's review of the application and the consistency of the application with the City's Comprehensive Plan, we request that staff recommends approval of the Final Plat. Our justification for approval of the Final Plat is that we are consistent with the subdivision requirements of the Land Development Code. The proposed plans have been reviewed for technical completeness by the Technical Review Committee and a local development order has been issued.

Following the recommendation of the Planning Advisory Board (PAB), we request that the Final Plat will move forward to the City Commission in the form of a Resolution.

Sincerely,

B. Jade Brown, P.E., CGC
Senior Vice President
Forum Capital Partners

9995 GATE PARKWAY NORTH SUITE 400 JACKSONVILLE, FL 32246 USA
T 904 380 5555

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Scott Road Partners, LLC
(print name of property owner(s))

hereby authorize: Jade Brown
(print name of agent)

to represent me/us in processing an application for: Final Plat
(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 of owner) **(Signature of owner)**

Tim Ritch
(Print name of owner) **(Print name of owner)**

STATE OF FLORIDA

COUNTY OF ~~NASSAU~~ DUVAL

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13th day of February, 2023, by Tim Ritch.

Kimberly R. Simmons — Notary Public
Kimberly R. Simmons — Printed Name
02/25/2024 — My Commission Expires

Personally Known ✓ OR Produced Identification _____ ID Produced: _____

Notary Public State of Florida
Kimberly R Simmons
My Commission GG 962291
Expires 02/25/2024

STAFF REPORT
PAB 2023-0034 (Final Plat)
Planning Advisory
March 08, 2023

APPLICATION FOR FINAL PLAT
ISLAND VIEW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Tim Ritch; Scott Road Partners LLC				
AGENT:	Jade Brown				
REQUESTED ACTION:	Final Plat for Island View				
LOCATION:	2754 and 2766 Bailey Road 00-00-30-044B-0076-0010 00-00-30-044B-0076-0020				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) Land Use + Low Density Residential (R-1) Zoning				
EXISTING USES ON SITE:	Three mobile homes and two ancillary structures				
PROPERTY SIZE:	Approximately 4.85 acres				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
NASSAU COUNTY	North	Pine Meadow Subdivision SFH	Around 1960	Nassau County Residential Single Family 2	Nassau County Medium Density
NASSAU COUNTY	South	Willa Villa Subdivision SFH	Mid to late 1950's	Nassau County Residential Single Family 2	Nassau County Medium Density
WITHIN CITY LIMITS	East	Vacant land and Isle De Mai Stormwater Pond	N/A	R-1	Low Density Residential
WITHIN CITY LIMITS	West	Dunes of Amelia Subdivision	2015	RLM	Medium Density Residential

*** 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 Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Jade Brown, agent for Tim Ritch (Scott Road Partners LLC) requests final plat approval of a single family home subdivision containing 12 lots on 4.85 acres of land located on Bailey Road. The property was annexed in December 2021 (Ordinance 2021-30) and assigned the Low Density Residential (LDR) land use (Ordinance 2021-31) and R-1 Low Density Residential zoning designation (Ordinance 2021-32). The applicant intends to build a single family home subdivision to be named "Island View". The site acreage could accommodate up to 20 dwelling units, with a maximum density of up to four (4) dwelling units per acre, consistent with the approved land use and zoning designation. There are no common amenities beyond the required stormwater management ponds, bike rack, landscaping, and signage associated with the development. Primary access to the subdivision is off of Bailey Road (County maintained) with a secondary emergency vehicular access point also off of Bailey Road.

The proposed subdivision was submitted for review to the Technical Review Committee (TRC) in March of 2022 (SPR 2022-0018) and has been issued a Local Development Order. In accordance with subdivision requirements of the Land Development Code, the Final Plat is to be considered by the Planning Advisory Board for a recommendation to the City Commission. The City Commission will then consider the Final Plat.

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 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: described below.

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 proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. The proposed development will rely on an open roadway (Bailey Road) for access to the subdivision. Water and sewer services are available to serve the site and this proposed development. No leapfrog development is occurring. The development is accessed through Nassau County improved and maintained roadways.

Uses along Bailey Road are consistent with the City's single family residential land use pattern for the area. The requested final plat development pattern is consistent with the characteristics of the surrounding developed properties. The applicant has not supplied a report stating the soil suitability or the presence or absence of natural resources; however, this is not a greenfield development. The site currently contains three (3) mobile homes and two (2) ancillary structures. This site is not located in a Coastal Upland Protection Zone or special flood hazard area, and the levels of service are discussed above.

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** *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.
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 City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time the City annexed the property and assigned the Low Density Residential land use and R-1 Zoning and additionally through TRC site plan review process. Given the established Low Density Residential (LDR) land use and R-1 (Low Density Residential) zoning which allows for up to four (4) dwelling units per acre on the subject property, the development potential of the site could have resulted in a maximum of 20 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 12 dwelling units, Staff estimates that approximately 114 Average Daily Trips (ADT) could be generated by this development; resulting in 12 p.m. peak hour trips[1]. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 4,200 gallons of water per day (12 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 9,660 gallons of wastewater per day (12 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations will be made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

[1] ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 12 (~1 trip/ dwelling unit)

As for solid waste and drainage, the City currently has a contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the final plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

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, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

A. **A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**

B. **In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**

1. **The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
2. **The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
3. **The proposed name of the subdivision.**
4. **Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**
5. **All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.**
6. **Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.**
7. **Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.**
8. **Location of the nearest available public water supply and wastewater disposal system.**
9. **A topographic survey, soils report, grading plan, and an erosion control plan.**
10. **Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.**
11. **A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.**
12. **A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.**
13. **A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.**

The applicant has complied with the subdivision requirements of the Land Development Code. The proposed plans have been reviewed for technical completeness by the Technical Review Committee and a local development order is pending final review at this time. The applicant understands that site work cannot commence until a Local Development Order has been issued and permits are granted to begin infrastructure installation.

CONCLUSION:

The requested Final Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Final Plat

Following the recommendation of the Planning Advisory Board (PAB), the Final Plat will move forward to the City Commission in the form of a Resolution.

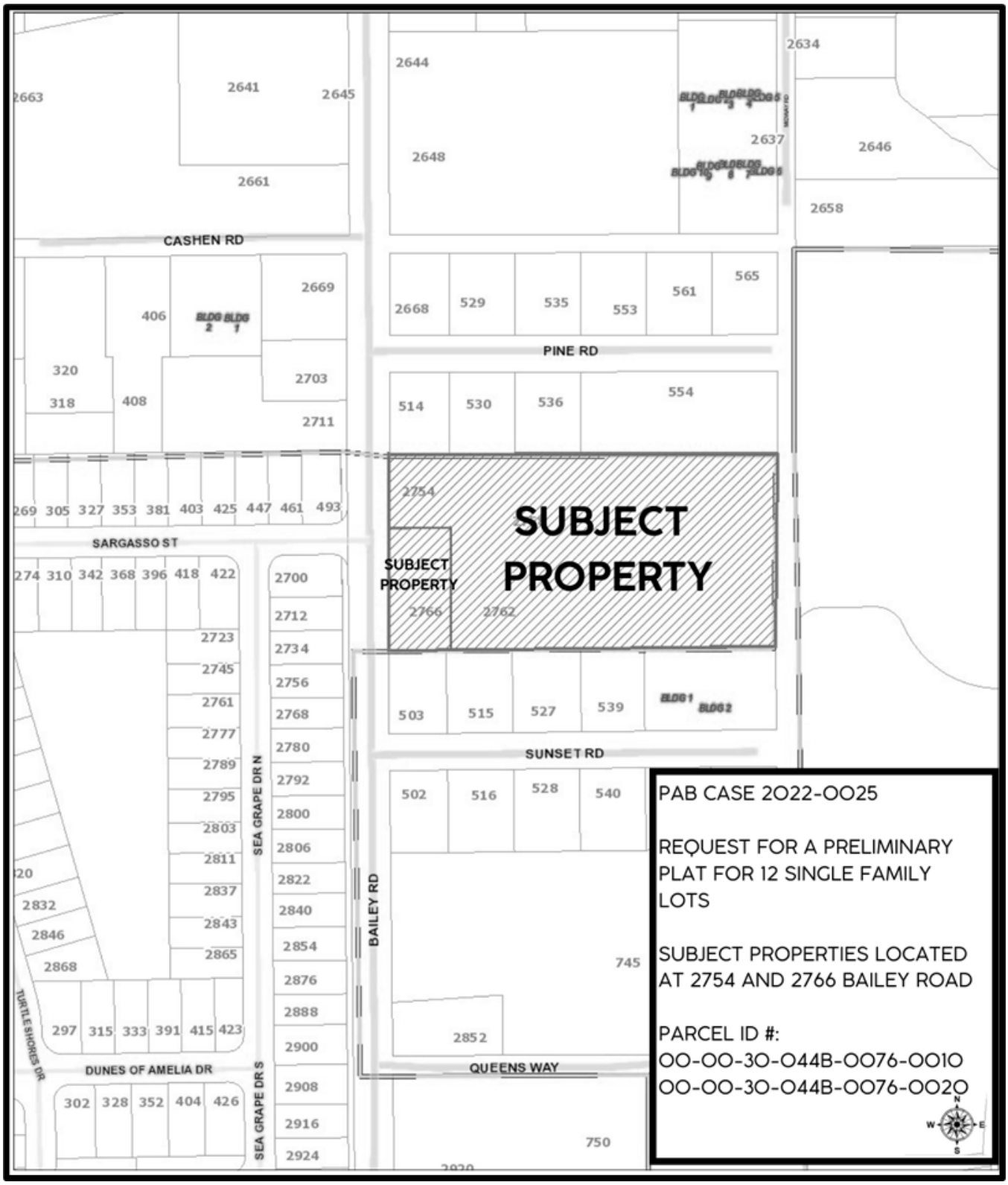
MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2023-0034 to the City Commission requesting that a Final Plat for Island View be **(approved or denied)** and that PAB case 2023-0034, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

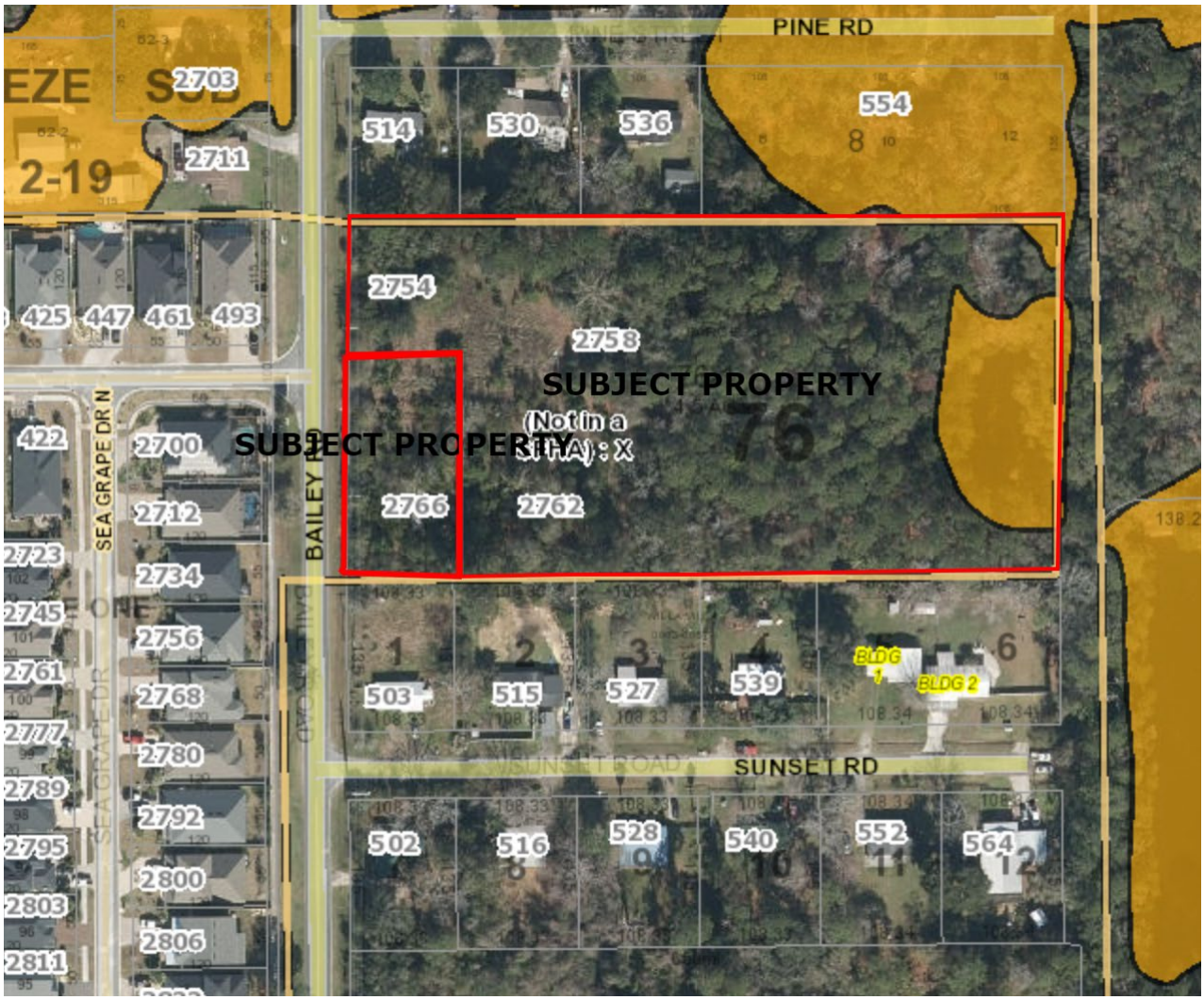
Respectfully submitted by:

Daphne Forehand
Planner I

EXHIBIT A


SUBJECT PROPERTY
SUBJECT PROPERTY
PAB CASE 2022-0025
REQUEST FOR A PRELIMINARY PLAT FOR 12 SINGLE FAMILY LOTS
SUBJECT PROPERTIES LOCATED AT 2754 AND 2766 BAILEY ROAD
PARCEL ID #:
00-00-30-044B-0076-0010
00-00-30-044B-0076-0020
CASHEN RD
PINE RD
SUNSET RD
SARGASSO ST
BAILEY RD
SEA GRAPE DR N
SEA GRAPE DR S
QUEENS WAY
DUNES OF AMELIA DR
TURTLE SHORES DR

FLOODZONE


PINE RD
SUBJECT PROPERTY
(Not in a SFHA) : X
SUBJECT PROPERTY
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SEA GRAPE DR N
BAILEY RD
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BLDG 2

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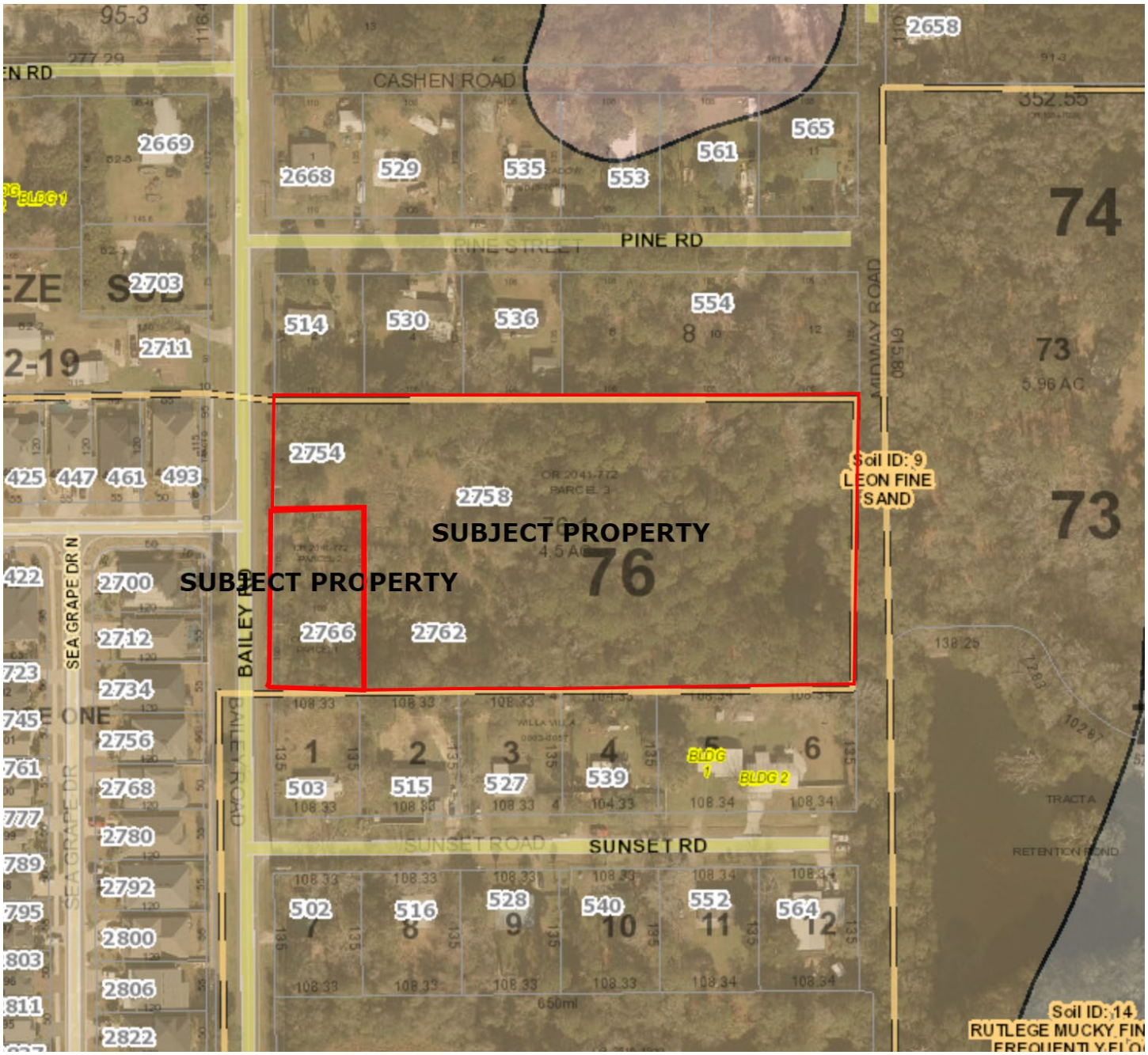
CASHEN ROAD
PINE RD
PINE STREET
MIDWAY ROAD
SUBJECT PROPERTY
SUBJECT PROPERTY
BAILEY RD
SEA GRAPE DR N
SEA GRAPE DR
SUNSET ROAD
SUNSET RD
Soil ID: 9
LEON FINE
SAND
Soil ID: 14
RUTLEGE MUCKY FIN
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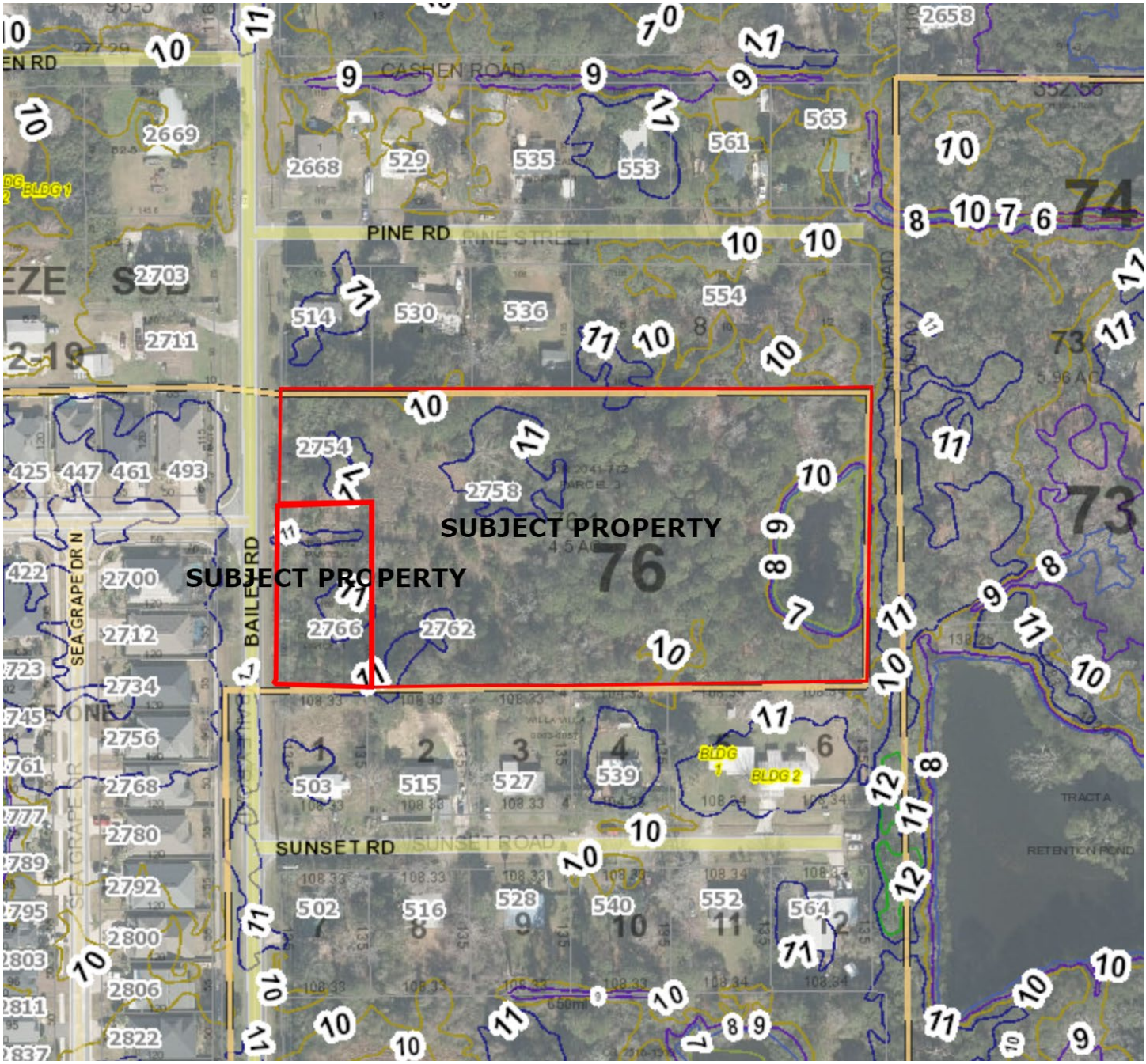
BLDG 1
BLDG 2
TRACT A
RETENTION POND

TOPOGRAPHY


SUBJECT PROPERTY
SUBJECT PROPERTY
CASHEN ROAD
PINE RD
PINE STREET
BAILEY RD
SEA GRAPE DR N
SUNSET RD
SUNSET ROAD
BLDG 1
BLDG 2
TRACT A
RETENTION POND
76
74
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DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

ISLAND VIEW

CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.
SECTION 5, TOWNSHIP 2 NORTH, RANGE 28 EAST

A REPLAT OF A PORTION OF LOT 76 OF "OCEAN BREEZE FARMS", A SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT 76 WHICH WAS TAKEN TO WIDEN "BAILEY ROAD".

CAPTION

A REPLAT OF A PORTION OF LOT 76 OF "OCEAN BREEZE FARMS", A SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT 76 WHICH WAS TAKEN TO WIDEN "BAILEY ROAD", AS PER BOOK 77, PAGE 520, BOOK 78, PAGE 525, AND BOOK 79, PAGE 307, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHWESTERLY CORNER OF LOT 1, "WILLA VILLA", AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF "BAILEY ROAD", A 66 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PRESENTLY MONUMENTED, AND RUN THENCE, NORTH 00°06'20" WEST, ALONG THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "BAILEY ROAD", A DISTANCE OF 328.55 FEET, TO A POINT, BEING THE MOST SOUTHWESTERLY CORNER OF LOT 2, "PINE MEADOW", AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 58 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE, NORTH 89°27'07" EAST, ALONG THE SOUTHERLY BOUNDARY OF THE AFORESAID PLAT OF "PINE MEADOW", (AND BEING FURTHER DESCRIBED AS THE SOUTHERLY LINE OF LOTS 2, 4, 6, 8, 10 AND THEN 12, OF SAID "PINE MEADOWS"), A DISTANCE OF 643.26 FEET, TO THE MOST SOUTHEASTERLY CORNER OF LOT 12, OF SAID "PINE MEADOWS"; RUN THENCE, SOUTH 00°06'20" EAST, ALONG A SOUTHERLY PROLONGATION OF THE EASTERLY BOUNDARY OF SAID "PINE MEADOW", A DISTANCE OF 328.55 FEET, TO A POINT, BEING THE MOST NORTHEASTERLY CORNER OF LOT 6, OF AFORESAID "WILLA VILLA"; RUN THENCE, ALONG THE NORTHERLY BOUNDARY OF THE AFORESAID PLAT OF "WILLA VILLA", (AND BEING FURTHER DESCRIBED AS THE NORTHERLY LINE OF LOTS 6, 5, 4, 3, 2 AND THEN 1, OF SAID "WILLA VILLA"), A DISTANCE OF 643.26 FEET, TO THE AFORESAID MOST NORTHWESTERLY CORNER OF SAID LOT 1, "WILLA VILLA", AND ALSO BEING A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "BAILEY ROAD", AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 211,335 SQUARE FEET, OR 4.85 ACRES, MORE OR LESS, IN AREA.

CERTIFICATE OF REVIEW BY CITY EMPLOYED/ CONTRACTED SURVEYOR / MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/MAPPPING REFLECTED ON THIS PLAT.

_____ _____

SURVEYOR/MAPPER DATE
FLORIDA REGISTRATION No. _____

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WORK WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS ____ DAY OF _____, A.D., 2023

_____

JONATHON B. BOWAN
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

SURVEYOR'S COMMENTS REGARDING THE PROPERTY INFORMATION REPORT PREPARED BY (INSERT NAME OF COMPANY), DATED (INSERT DATE) AT (TIME) A.M.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF "BAILEY ROAD", AS N 00°06'20" W, AS MONUMENTED, AND AS PER STATE OF FLORIDA, STATE PLANE COORDINATES, EAST ZONE (ZONE901).

2) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. FLORIDA STATUTES 177.091(27)

3) AT THE TIME THAT THIS PLAT WAS RECORDED, BY GRAPHIC PLOTTING ONLY, THE LANDS SHOWN ON THIS PLAT ARE IN FLOOD ZONE "X" (INSIDE 500 YEAR AND OUTSIDE 500 YEAR), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM), COMMUNITY: NASSAU COUNTY, COMMUNITY No. 120170, MAP NUMBER 12089C 0239 G, WITH AN EFFECTIVE DATE OF AUGUST 02, 2017.

ANY FIRM, PERSON, INSURANCE COMPANY/AGENT OR BANKING INSTITUTION UTILIZING THIS PLAT TO MAKE A FLOOD ZONE DETERMINATION SHOULD BE AWARE THAT THIS FLOOD DETERMINATION MAY BE SUPERSEDED BY EITHER: a) A FLOOD INSURANCE RATE MAP PUBLISHED AT A LATER DATE, b) LETTER OF MAP REVISION (LOMAR), OR LETTER OF MAP REVISION BASED ON FILL (LOMAR-F) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

4) AT THE TIME THAT THIS PLAT WAS RECORDED, BY GRAPHIC PLOTTING ONLY, THE AREA AS DEPICTED HEREIN IS SUBJECT TO STORM SURGE INUNDATION DURING A CATEGORY 3 HURRICANE, AS PER THE SEA, LAKE AND OVERLAND SURGES FROM HURRICANES (SLOSH) ATLAS PUBLISHED IN 2010.

ANY FIRM, PERSON, INSURANCE COMPANY/AGENT OR BANKING INSTITUTION UTILIZING THIS PLAT TO MAKE A STORM SURGE CATEGORY DETERMINATION SHOULD BE AWARE THAT THE STORM SURGE CATEGORY SHOWN ON THIS PLAT MAY BE SUPERSEDED BY A SEA, LAKE AND OVERLAND SURGES FROM HURRICANES (SLOSH) ATLAS PUBLISHED AT A LATER DATE.

5) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INFORMATION AND SEA, LAKE AND OVERLAND SURGES FROM HURRICANES (SLOSH) LISTED ABOVE AND SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY BY THIS FIRM, AS A NASSAU COUNTY REQUIREMENT FOR PLATS AND SHOULD BE VERIFIED BY THE NASSAU COUNTY BUILDING DEPARTMENT FOR THEIR INTERPRETATION. THIS FIRM ASSUMES NO LIABILITY FOR ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON, NOR IS IT A REQUIREMENT OF CHAPTER 177 FLORIDA STATUTES OR 5J-17, FLORIDA ADMINISTRATIVE CODE.

6) THE STATE PLANE CO-ORDINATES SHOWN HEREON WERE OBTAINED BY GPS METHODS FROM THE FOLLOWING CONTROL MONUMENTS FROM "A GEODETIC CONTROL SURVEY FOR NASSAU COUNTY, STATE OF FLORIDA FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS, AND BUREAU OF SURVEYING AND MAPPING" SURVEY DATE: APRIL 02, 2002. THE STATE PLANE CO-ORDINATES SHOWN ARE IN NORTH AMERICAN DATUM (NAD) 83/90, ZONE 901, FLORIDA EAST ZONE, UNLESS OTHERWISE NOTED.

STATION: NASSAU 3 N(y)=2,279,078.540, E(x)= 516,502.787
STATION: NASSAU 4 N(y)=2,281,339.747, E(x)= 516,872.792

7) NO FURTHER SUBDIVISION OF THE LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO THE CURRENT NASSAU COUNTY SUBDIVISION REGULATIONS AND IS APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.

8) THE GROSS SQUARE FOOTAGE (OR TOTAL SQUARE FOOTAGE) IS CALCULATED UTILIZING THE EXTERIOR DIMENSIONS OF THE LOT AND IS INCLUSIVE OF ALL EASEMENTS. THE NET SQUARE FOOTAGE (OR NET USEABLE) IS THE TOTAL SQUARE FOOTAGE OF THE LOT (GROSS SQUARE FOOTAGE) EXCLUDING ANY JURISDICTIONAL WETLANDS ONLY, AS PER NASSAU COUNTY DEFINITION OF NET AND GROSS.

9) THE BUILDING SETBACK/RESTRICTION LINES, AS PER THE APPROVED ENGINEERING PLANS, PREPARED BY GILLETTE & ASSOCIATES, (G&A PROJECT No. 21-10-36) AND THE CITY OF FERNANDINA BEACH ZONE OF "RS-1", ARE AS FOLLOWS:

FRONT – TWENTY-FIVE (25) FEET
CORNER LOT SECONDARY FRONT SETBACK – 15 FEET
SIDE YARDS – TEN (10%) PERCENT OF LOT WIDTH OR EIGHT (8) FEET,
REAR – TWENTY-FIVE (25) FEET

ZONING: RS-1

MINIMUM LOT WIDTH – 75 FEET
MINIMUM AREA – 0.25 AC.

MAXIMUM LOT COVERAGE BY BUILDING: 75% (AS PER NOTE ON ENGINEERING PLANS)
PERCENTAGE OF IMPERVIOUS SURFACE RATIO: 49.2% (AS PER NOTE ON ENGINEERING PLANS)

10) THERE ARE TWELVE (12) LOTS RECORDED IN THIS PLAT.

11) THIS PROPERTY WAS ANNEXED INTO THE CITY OF FERNANDINA BEACH, FLORIDA, AS PER THAT CITY OF FERNANDINA BEACH ORDINANCE 2021-30.

ADOPTION and DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SCOTT ROAD PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREINAFTER TO BE KNOWN AS "OWNER", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREAFTER BE KNOWN AS "ISLAND VIEW", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS.

THE ROAD RIGHT OF WAY SHOWN HEREON AND DESIGNATED ON THIS PLAT AS: ISLAND VIEW DRIVE IS TO REMAIN PRIVATELY OWNED IN FEE SIMPLE AND THE SOLE EXCLUSIVE PROPERTY OF THE "OWNER", ITS SUCCESSORS AND ASSIGNS. NO PART OF SAID LANDS IS DEDICATED TO NASSAU COUNTY OR TO THE PUBLIC, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN OR SHOWN ON THIS PLAT.

THOSE TRACTS SHOWN HEREON AND DESIGNATED HEREON AS: TRACT "A" (EMERGENCY ACCESS, PRIVATE LIFT STATION, MAIL KIOSK AND VISITOR PARKING) AND TRACT "SWMF" (STORM WATER MANAGEMENT FACILITY) ARE TO REMAIN PRIVATELY OWNED AND THE SOLE EXCLUSIVE PROPERTY OF THE "OWNER", ITS SUCCESSORS AND ASSIGNS. NONE OF THESE TRACTS ARE DEDICATED TO NASSAU COUNTY OR TO THE PUBLIC.

THOSE EASEMENTS SHOWN HEREON AND DESIGNATED HEREON AS "10' UTILITY EASEMENT DEDICATED TO CITY OF FERNANDINA BEACH", ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH, AND FLORIDA PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS FOR THEIR NON-EXCLUSIVE USE FOR THE INSTALLATION AND MAINTENANCE OF THE UNDERGROUND WATER, SEWER AND ELECTRICAL SYSTEM LOCATED WITHIN THE BOUNDARIES OF SAID PLAT.

THE UNDERSIGNED "OWNER", ITS SUCCESSORS AND ASSIGNS, DOES HEREBY GRANT TO THE PRESENT AND FUTURE LOT OWNERS OF THE LOTS SHOWN ON THIS PLAT, THEIR SUCCESSORS AND ASSIGNS, GUESTS, INVITEES, DOMESTIC HELP, DELIVERY, PICKUP AND FIRE PROTECTION SERVICE PROVIDERS, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIVES OF THE UTILITIES AUTHORIZED BY SAID OWNERS, TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS, EGRESS OVER AND ACROSS THE PRIVATE ROADWAYS SHOWN ON THIS PLAT. THE "OWNER", ITS SUCCESSORS AND ASSIGNS RESERVE AND SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS TO ANY PERSON WHO MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LANDS SHOWN HEREON.

THE UNDERSIGNED "OWNER", ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME, WITH THE CONSENT OF NASSAU COUNTY, TO DEDICATE TO THE PUBLIC ALL OR PART OF THE LANDS SHOWN ON THIS PLAT, DESIGNATED AS ROADWAYS, TRACTS AND/OR EASEMENTS.

THE UNDERSIGNED OWNERS, ITS SUCCESSORS AND ASSIGNS HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME, TO GRANT PROVIDERS OF UTILITIES, EASEMENTS FOR THE INSTALLATION AND MAINTENANCE, (INCLUDING INGRESS AND EGRESS) OF SUCH IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO THE FUTURE LOT OWNERS OF THE LAND DESCRIBED HEREIN, OR TO THE OWNERS OF ADJACENT LANDS.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (FLORIDA STATUTE 177.091 (28).

IN WITNESS WHEREOF, THE "OWNER", HAS CAUSED THIS PLAT TO BE EXECUTED BY ITS (COMPLETE SENTENCE DEPENDING ON SIGNATORY).

SCOTT ROAD PARTNERS, LLC
A FLORIDA LIMITED LIABILITY COMPANY
MANAGED BY: ARTISAN HOMES, LLC
A FLORIDA LIMITED LIABILITY COMPANY,
MANAGED BY: FORUM CAPITAL PARTNERS LLC
A FLORIDA LIMITED LIABILITY COMPANY

_____ _____

WITNESS TIM RITCH, AS MANAGER OF
FORUM CAPITAL PARTNERS LLC
A FLORIDA LIMITED LIABILITY COMPANY
MANAGER OF: ARTISAN HOMES, LLC
A FLORIDA LIMITED LIABILITY COMPANY,
MANAGER OF: SCOTT ROAD PARTNERS, LLC
A FLORIDA LIMITED LIABILITY COMPANY,

_____

PRINTED NAME

_____

WITNESS

_____

PRINTED NAME

NOTARY FOR SCOTT ROAD PARTNERS, LLC

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE MY BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS ____ DAY OF _____, 2023, A.D., BY TIM RITCH, AS MANAGER OF FORUM CAPITAL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF ARTISAN HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS MANAGER OF SCOTT ROAD PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME.

_____

SIGNATURE OF NOTARY
PRINT, TYPE/STAMP NAME OF NOTARY

_____

PERSONALLY KNOWN: ( ) OR PRODUCED

IDENTIFICATION:

PRODUCED:

OFFICIAL RECORDS BOOK _____ , PAGE _____

SHEET ONE (1) of TWO (2) SHEETS

SEE SHEET TWO (2) FOR LEGEND AND VICINITY MAP

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS ____ DAY OF _____, A.D., 2023.

_____

DIRECTOR OF PLANNING

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH FLORIDA STATUTE 177.061 AND IS FILED FOR RECORD AND RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES ____ AND ____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS ____ DAY OF _____, A.D., 2023.

_____

CLERK OF THE CIRCUIT COURT

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA. WITNESS BY SIGNATURE THIS ____ DAY OF _____, A.D., 2023

_____

CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVED BY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS ____ DAY OF _____, A.D., 2023

BY: _____ BY: _____
MAYOR CITY CLERK

TAX COLLECTOR

TAX IDENTIFICATION NUMBERS– 00-00-30-044B-0076-0010 and 00-00-30-044B-0076-0020
I, THE UNDERSIGNED DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT.

THIS ____ DAY OF _____, A.D., 2023.

_____

COUNTY TAX COLLECTOR
NASSAU COUNTY, FLORIDA

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE:

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

THIS ____ DAY OF _____, A.D., 2023.

_____

DIRECTOR OF EMERGENCY SERVICES

Prepared by:
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

ISLAND VIEW

CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.
SECTION 5, TOWNSHIP 2 NORTH, RANGE 28 EAST

A REPLAT OF A PORTION OF LOT 76 OF "OCEAN BREEZE FARMS", A SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY EIGHTEEN (18) FEET OF SAID LOT 76 WHICH WAS TAKEN TO WIDEN "BAILEY ROAD".

OFFICIAL RECORDS BOOK _____ , PAGE _____

SHEET TWO (2) of TWO (2) SHEETS

SEE SHEET ONE (1) FOR GENERAL NOTES AND SURVEYOR'S COMMENTS REGARDING THE PROPERTY INFORMATION REPORT

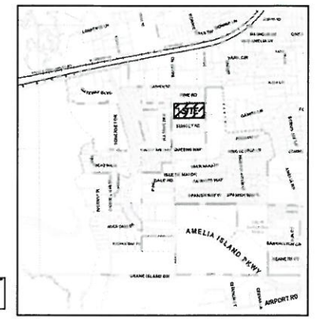
CURVE TABLE FOR THIS PLAT

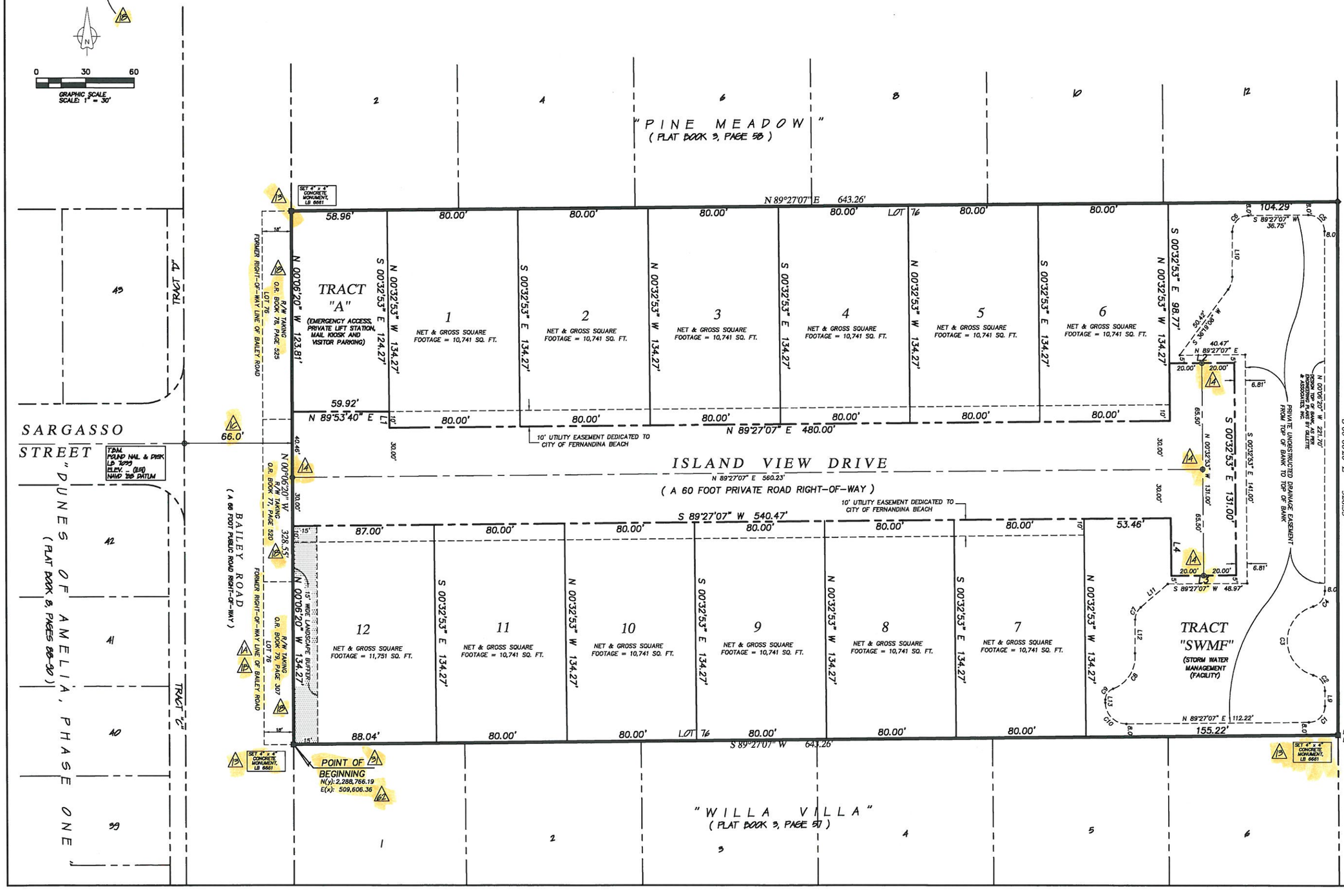
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	10.00'	89°33'27"	15.63'	N 44°40'23" E	14.09'
C2	10.00'	73°48'14"	12.88'	N 37°00'27" W	12.01'
C3	22.00'	147°36'28"	56.68'	S 00°06'20" E	42.25'
C4	10.00'	73°48'14"	12.88'	N 36°47'47" E	12.01'
C5	10.00'	90°26'33"	15.79'	N 45°19'37" W	14.20'
C6	10.00'	89°33'27"	15.63'	S 44°40'23" W	14.09'
C7	10.00'	48°50'40"	8.52'	S 24°37'33" W	8.27'
C8	21.00'	75°46'44"	27.77'	N 31°31'10" E	25.79'
C9	7.00'	71°21'31"	8.72'	S 35°35'15" W	8.17'
C10	13.00'	90°26'41"	20.52'	S 45°19'33" E	18.46'

LINE TABLE FOR THIS PLAT

LINE	BEARING	DISTANCE
L1	S 00°32'53" E	10.00'
L2	N 89°27'07" E	40.00'
L3	S 89°27'07" W	40.00'
L4	N 00°32'53" W	35.50'
L9	N 00°06'20" W	9.39'
L10	N 00°06'20" W	27.81'
L11	S 48°02'53" W	21.97'
L12	N 00°12'13" E	20.68'
L13	S 00°08'12" E	1.89'

VICINITY MAP





LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVE
R.P.	RADIUS POINT
P.I.	POINT OF INTERSECTION
P.C.C.	POINT OF COMPOUND CURVE
R.	RADIUS
L	ARC LENGTH
CH.	CHORD DISTANCE
C#.	TABULATED CURVE DATA
(OA)	OVERALL
R/W	RIGHT OF WAY
ESM'T.	EASEMENT
C.M.	CONCRETE MONUMENT
SQ. FT.	SQUARE FOOTAGE
SWMF	STORMWATER MANAGEMENT FACILITY
V.N.B.	VEGETATED NATURAL BUFFER
F.P.L.	FLORIDA POWER & LIGHT
TOB	TOP OF BANK
(C.M.)	CONCRETE MONUMENT
F.F.E.	FINISHED FLOOR ELEVATION
●	DENOTES PERMANENT CONTROL POINT SET L.B. NO. 6661
■	DENOTES SET 4" x 4" CONCRETE MONUMENT, LB 6661
◆	MONUMENT, LB 6661
	20' SEWER EASEMENT
	LIMITS OF 10' LANDSCAPE BUFFER WITHIN TRACT "O-9"

Prepared by:
A & J Land Surveyors, Inc.
3847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

RESOLUTION 2022-168

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PRELIMINARY PLAT FOR A SUBDIVISION CALLED "ISLAND VIEW" TO CREATE TWELVE SINGLE FAMILY HOME SITES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gillette and Associates Inc., applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a preliminary plat titled "Island View"; and

WHEREAS, the Island View subdivision, includes the creation of twelve lots for single family home sites containing twelve total dwelling units; and

WHEREAS, the Technical Review Committee reviewed the preliminary plat under SPR 2022-18 and is pending a local development order; and

WHEREAS, staff reviewed the applicant's request for a preliminary plat and found the request to be compliant with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, on August 10, 2022, the Planning Advisory Board reviewed the preliminary plat and issued a recommendation of approval.

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

SECTION 1. The City Commission hereby accepts and approves the preliminary plat titled "Island View", attached hereto as Exhibit A.

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

ADOPTED this 20th day of September, 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

INSTRUMENT #

OFFICIAL RECORDS BOOK _____ , PAGE _____

SHEET ONE (1) of TWO (2) SHEETS

SEE SHEET TWO (2) FOR LEGEND AND VICINITY MAP

ISLAND VIEW

CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

SECTION 5, TOWNSHIP 2 NORTH, RANGE 28 EAST

A REPLAT OF LOT 76 OF "OCEAN BREEZE FARMS", A SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY TEN (10) FEET OF SAID LOT 76 WHICH WAS TAKEN TO WIDEN "BAILEY ROAD".

CAPTION

A REPLAT OF LOT 76 OF "OCEAN BREEZE FARMS", A SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY TEN (10) FEET OF SAID LOT 76 WHICH WAS TAKEN TO WIDEN "BAILEY ROAD", AS PER BOOK 77, PAGE 520, BOOK 78, PAGE 525, AND BOOK 79, PAGE 307, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE MOST NORTHWESTERLY CORNER OF LOT 1, "WILLA VILLA", AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF "BAILEY ROAD", A 66 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PRESENTLY MONUMENTED, AND RUN THENCE, NORTH 00°06'20" WEST, ALONG THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "BAILEY ROAD", A DISTANCE OF 328.55 FEET, TO A POINT, BEING THE MOST SOUTHWESTERLY CORNER OF LOT 2, "PINE MEADOW", AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 58 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; RUN THENCE, NORTH 89°27'07" EAST, ALONG THE SOUTHERLY BOUNDARY OF THE AFORESAID PLAT OF "PINE MEADOW", (AND BEING FURTHER DESCRIBED AS THE SOUTHERLY LINE OF LOTS 2, 4, , 8, 10 AND THEN 12, OF SAID "PINE MEADOWS"), A DISTANCE OF 643.26 FEET, TO THE MOST SOUTHEASTERLY CORNER OF LOT 12, OF SAID "PINE MEADOWS"; RUN THENCE, SOUTH 00°06'20" EAST, ALONG A SOUTHERLY PROLONGATION OF THE EASTERLY BOUNDARY OF SAID "PINE MEADOW", A DISTANCE OF 328.55 FEET, TO A POINT, BEING THE MOST NORTHEASTERLY CORNER OF LOT 6, OF AFORESAID "WILLA VILLA"; RUN THENCE, ALONG THE NORTHERLY BOUNDARY OF THE AFORESAID PLAT OF "WILLA VILLA", (AND BEING FURTHER DESCRIBED AS THE NORTHERLY LINE OF LOTS 6, 5, 4, 3, 2 AND THEN 1, OF SAID "WILLA VILLA"), A DISTANCE OF 643.26 FEET, TO THE AFORESAID MOST NORTHWESTERLY CORNER OF SAID LOT 1, "WILLA VILLA", AND ALSO BEING A POINT ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF "BAILEY ROAD", AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 211,335 SQUARE FEET, OR 4.85 ACRES, MORE OR LESS, IN AREA.

CERTIFICATE OF REVIEW BY COUNTY EMPLOYED/ CONTRACTED SURVEYOR / MAPPER

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING/MAPPPING REFLECTED ON THIS PLAT.

_____ _____

SURVEYOR/MAPPER DATE

FLORIDA REGISTRATION No. _____

TITLE CERTIFICATION

WE (INSERT NAME OF TITLE COMPANY) A TITLE COMPANY DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE SEARCHED THE TITLE TO THE HEREIN DESCRIBED PROPERTY AND PROVIDED A PROPERTY INFORMATION REPORT AS DEFINED IN FLORIDA STATUTES 627.7843 DISCLOSING ALL UNSATISFIED MORTGAGES OF RECORD AND EASEMENTS OF RECORD AFFECTING THE LAND DESCRIBED HEREON AND THAT RECORD TITLE TO THE LAND IS VESTED IN (INSERT TITLE HOLDER) AND THAT THE CURRENT TAXES HAVE BEEN PAID, THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES OR OTHER ENCUMBRANCES OR EASEMENTS OTHER THAN THOSE SHOWN IN THE PROPERTY INFORMATION REPORT FOR THE FILING OF A SUBDIVISION PLAT IN NASSAU COUNTY, FLORIDA.

_____ _____

SIGNATURE DATE

_____

PRINT NAME

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WORK WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

SIGNED THIS _____ DAY OF _____, A.D., 2022

_____

JONATHON B. BOWAN
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

SURVEYOR'S COMMENTS REGARDING THE PROPERTY INFORMATION REPORT PREPARED BY (INSERT NAME OF COMPANY), DATED (INSERT DATE) AT (TIME) A.M.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT OF WAY LINE OF "BAILEY ROAD", AS N 00°06'20" W, AS MONUMENTED, AND AS PER STATE OF FLORIDA, STATE PLANE COORDINATES, EAST ZONE (ZONE901).

2) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS PLAT, WHETHER GRAPHIC OR DIGITAL. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. FLORIDA STATUTES 177.091(27)

3) AT THE TIME THAT THIS PLAT WAS RECORDED, BY GRAPHIC PLOTTING ONLY, THE LANDS SHOWN ON THIS PLAT ARE IN FLOOD ZONE "X" (INSIDE 500 YEAR AND OUTSIDE 500 YEAR), AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM), COMMUNITY: NASSAU COUNTY, COMMUNITY No. 120170, MAP NUMBER 12089C 0239 G, WITH AN EFFECTIVE DATE OF AUGUST 02, 2017.

ANY FIRM, PERSON, INSURANCE COMPANY/AGENT OR BANKING INSTITUTION UTILIZING THIS PLAT TO MAKE A FLOOD ZONE DETERMINATION SHOULD BE AWARE THAT THIS FLOOD DETERMINATION MAY BE SUPERSEDED BY EITHER: a) A FLOOD INSURANCE RATE MAP PUBLISHED AT A LATER DATE, b) LETTER OF MAP REVISION (LOMAR), OR LETTER OF MAP REVISION BASED ON FILL (LOMAR-F) ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

4) AT THE TIME THAT THIS PLAT WAS RECORDED, BY GRAPHIC PLOTTING ONLY, THE AREA AS DEPICTED HEREIN IS SUBJECT TO STORM SURGE INUNDATION DURING A CATEGORY 3 HURRICANE, AS PER THE SEA, LAKE AND OVERLAND SURGES FROM HURRICANES (SLOSH) ATLAS PUBLISHED IN 2010.

ANY FIRM, PERSON, INSURANCE COMPANY/AGENT OR BANKING INSTITUTION UTILIZING THIS PLAT TO MAKE A STORM SURGE CATEGORY DETERMINATION SHOULD BE AWARE THAT THE STORM SURGE CATEGORY SHOWN ON THIS PLAT MAY BE SUPERSEDED BY A SEA, LAKE AND OVERLAND SURGES FROM HURRICANES (SLOSH) ATLAS PUBLISHED AT A LATER DATE.

5) FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INFORMATION AND SEA, LAKE AND OVERLAND SURGES FROM HURRICANES (SLOSH) LISTED ABOVE AND SHOWN ON THIS SURVEY IS PROVIDED AS A COURTESY BY THIS FIRM, AS A NASSAU COUNTY REQUIREMENT FOR PLATS AND SHOULD BE VERIFIED BY THE NASSAU COUNTY BUILDING DEPARTMENT FOR THEIR INTERPRETATION. THIS FIRM ASSUMES NO LIABILITY FOR ITS ACCURACY. FLOOD ZONE INFORMATION IS NOT COVERED BY THE CERTIFICATION HEREON, NOR IS IT A REQUIREMENT OF CHAPTER 177 FLORIDA STATUTES OR 5J-17, FLORIDA ADMINISTRATIVE CODE.

6) THE STATE PLANE CO-ORDINATES SHOWN HEREON WERE OBTAINED BY GPS METHODS FROM THE FOLLOWING CONTROL MONUMENTS FROM "A GEODETIC CONTROL SURVEY FOR NASSAU COUNTY, STATE OF FLORIDA FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF STATE LANDS, AND BUREAU OF SURVEYING AND MAPPING" SURVEY DATE: APRIL 02, 2002. THE STATE PLANE CO-ORDINATES SHOWN ARE IN NORTH AMERICAN DATUM (NAD) 83/90, ZONE 901, FLORIDA EAST ZONE, UNLESS OTHERWISE NOTED.
STATION: NASSAU 3 N(y)=2,279,078.540, E(x)= 516,502.787
STATION: NASSAU 4 N(y)=2,281,339.747, E(x)= 516,872.792

7) NO FURTHER SUBDIVISION OF THE LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO THE CURRENT NASSAU COUNTY SUBDIVISION REGULATIONS AND IS APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.

8) THE GROSS SQUARE FOOTAGE (OR TOTAL SQUARE FOOTAGE) IS CALCULATED UTILIZING THE EXTERIOR DIMENSIONS OF THE LOT AND IS INCLUSIVE OF ALL EASEMENTS. THE NET SQUARE FOOTAGE (OR NET USEABLE) IS THE TOTAL SQUARE FOOTAGE OF THE LOT (GROSS SQUARE FOOTAGE) EXCLUDING ANY JURISDICTIONAL WETLANDS ONLY, AS PER NASSAU COUNTY DEFINITION OF NET AND GROSS.

9) THE BUILDING SETBACK/RESTRICTION LINES, AS PER THE APPROVED ENGINEERING PLANS, PREPARED BY GILLETTE & ASSOCIATES, (G&A PROJECT No. 21-10-36) AND THE CITY OF FERNANDINA BEACH ZONE OF "RS-1", ARE AS FOLLOWS:

FRONT – TWENTY-FIVE (25) FEET
CORNER LOT SECONDARY FRONT SETBACK – 15 FEET
SIDE YARDS – TEN (10%) PERCENT OF LOT WIDTH OR EIGHT (8) FEET,
REAR – TWENTY-FIVE (25) FEET

ZONING: RS-1

MINIMUM LOT WIDTH – 75 FEET
MINIMUM AREA – 0.25 AC.

MAXIMUM LOT COVERAGE BY BUILDING: 75% (AS PER NOTE ON ENGINEERING PLANS)
PERCENTAGE OF IMPERVIOUS SURFACE RATIO: 49.2% (AS PER NOTE ON ENGINEERING PLANS)

10) THERE ARE TWELVE (12) LOTS RECORDED IN THIS PLAT.

11) THIS PROPERTY WAS ANNEXED INTO THE CITY OF FERNANDINA BEACH, FLORIDA, AS PER THAT CITY OF FERNANDINA BEACH ORDINANCE 2021-30.

ADOPTION and DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, SCOTT ROAD PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HEREINAFTER TO BE KNOWN AS "OWNER", IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREAFTER BE KNOWN AS "ISLAND VIEW", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS.

THE ROAD RIGHT OF WAY SHOWN HEREON AND DESIGNATED ON THIS PLAT AS: ISLAND VIEW DRIVE IS TO REMAIN PRIVATELY OWNED IN FEE SIMPLE AND THE SOLE EXCLUSIVE PROPERTY OF THE "OWNER", ITS SUCCESSORS AND ASSIGNS. NO PART OF SAID LANDS IS DEDICATED TO NASSAU COUNTY OR TO THE PUBLIC, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN OR SHOWN ON THIS PLAT.

THOSE TRACTS SHOWN HEREON AND DESIGNATED HEREON AS: TRACT "A" (EMERGENCY ACCESS, PRIVATE LIFT STATION, MAIL KIOSK AND VISITOR PARKING) AND TRACT "SWMF" (STORM WATER MANAGEMENT FACILITY) ARE TO REMAIN PRIVATELY OWNED AND THE SOLE EXCLUSIVE PROPERTY OF THE "OWNER", ITS SUCCESSORS AND ASSIGNS. NONE OF THESE TRACTS ARE DEDICATED TO NASSAU COUNTY OR TO THE PUBLIC.

THOSE EASEMENTS SHOWN HEREON AND DESIGNATED HEREON AS "10' UTILITY EASEMENT DEDICATED TO CITY OF FERNANDINA BEACH", ARE HEREBY DEDICATED TO THE CITY OF FERNANDINA BEACH, AND FLORIDA PUBLIC UTILITIES, THEIR SUCCESSORS AND ASSIGNS FOR THEIR NON-EXCLUSIVE USE FOR THE INSTALLATION AND MAINTENANCE OF THE UNDERGROUND WATER, SEWER AND ELECTRICAL SYSTEM LOCATED WITHIN THE BOUNDARIES OF SAID PLAT.

THE UNDERSIGNED "OWNER", ITS SUCCESSORS AND ASSIGNS, DOES HEREBY GRANT TO THE PRESENT AND FUTURE LOT OWNERS OF THE LOTS SHOWN ON THIS PLAT, THEIR SUCCESSORS AND ASSIGNS, GUESTS, INVITEES, DOMESTIC HELP, DELIVERY, PICKUP AND FIRE PROTECTION SERVICE PROVIDERS, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIVES OF THE UTILITIES AUTHORIZED BY SAID OWNERS, TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS, EGRESS OVER AND ACROSS THE PRIVATE ROADWAYS SHOWN ON THIS PLAT. THE "OWNER", ITS SUCCESSORS AND ASSIGNS RESERVE AND SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS TO ANY PERSON WHO MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LANDS SHOWN HEREON.

THE UNDERSIGNED "OWNER", ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME, WITH THE CONSENT OF NASSAU COUNTY, TO DEDICATE TO THE PUBLIC ALL OR PART OF THE LANDS SHOWN ON THIS PLAT, DESIGNATED AS ROADWAYS, TRACTS AND/OR EASEMENTS.

THE UNDERSIGNED OWNERS, ITS SUCCESSORS AND ASSIGNS HEREBY RESERVES AND SHALL HAVE THE SOLE AND ABSOLUTE RIGHT AT ANY TIME, TO GRANT PROVIDERS OF UTILITIES, EASEMENTS FOR THE INSTALLATION AND MAINTENANCE, (INCLUDING INGRESS AND EGRESS) OF SUCH IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO THE FUTURE LOT OWNERS OF THE LAND DESCRIBED HEREIN, OR TO THE OWNERS OF ADJACENT LANDS.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION. (FLORIDA STATUTE 177.091 (28).

IN WITNESS WHEREOF, THE "OWNER", HAS CAUSED THIS PLAT TO BE EXECUTED BY ITS (COMPLETE SENTENCE DEPENDING ON SIGNATORY).

SCOTT ROAD PARTNERS, LLC
A FLORIDA LIMITED LIABILITY COMPANY
MANAGED BY: ARTISAN HOMES, LLC
A FLORIDA LIMITED LIABILITY COMPANY,
MANAGED BY: FORUM CAPITAL PARTNERS LLC
A FLORIDA LIMITED LIABILITY COMPANY

_____ _____

WITNESS TIM RITCH, AS MANAGER OF
FORUM CAPITAL PARTNERS LLC
A FLORIDA LIMITED LIABILITY COMPANY
MANAGER OF: ARTISAN HOMES, LLC
A FLORIDA LIMITED LIABILITY COMPANY,
MANAGER OF: SCOTT ROAD PARTNERS, LLC
A FLORIDA LIMITED LIABILITY COMPANY,

_____

PRINTED NAME

_____

WITNESS

_____

PRINTED NAME

NOTARY FOR
SCOTT ROAD PARTNERS, LLC

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGE BEFORE MY BY MEANS OF ( ) PHYSICAL PRESENCE OR ( ) ONLINE NOTARIZATION THIS _____ DAY OF _____, 2022, A.D., BY TIM RITCH, AS MANAGER OF FORUM CAPITAL PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF ARTISAN HOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS MANAGER OF SCOTT ROAD PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME.

_____

SIGNATURE OF NOTARY
PRINT, TYPE/STAMP NAME OF NOTARY

_____

PERSONALLY KNOWN: ( ) OR PRODUCED

IDENTIFICATION:

PRODUCED:

COUNTY HEALTH CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE ABOVE PLAT THIS ___ DAY OF _____, A.D., 2022, AND THESE LOTS ARE APPROVED TO BE PLACE ON APPROVED PUBLIC WATER AND APPROVED PUBLIC SEWAGE SYSTEMS

_____

COUNTY HEALTH DEPARTMENT

CLERK'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND SUBMITTED TO ME FOR RECORDING AND IS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ AND _____ OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THIS ___ DAY OF _____, A.D., 2022.

_____

CLERK OF THE CIRCUIT COURT

CERTIFICATE OF APPROVAL BY COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D., 2022

_____

CHAIRMAN OF THE BOARD

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE COUNTY ATTORNEY OF NASSAU COUNTY, FLORIDA, THIS _____ DAY OF _____, A.D., 2022

_____

COUNTY ATTORNEY

COUNTY TAX COLLECTOR CERTIFICATE

THIS IS TO CERTIFY THAT THE TAXES HAVE BEEN PAID ON PARCEL IDENTIFICATION NUMBERS 00-00-30-044B-0076-0010 AND 00-00-30-044B-0076-0020 THROUGH AND INCLUDING THE TAX YEAR OF 2021.

_____ _____

COUNTY TAX COLLECTOR DATE

CERTIFICATE OF APPROVAL BY COUNTY PLANNER

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY A COUNTY PLANNER OF NASSAU COUNTY, FLORIDA THIS _____ DAY OF _____ A.D., 2022.

_____

COUNTY PLANNER

CERTIFICATE OF APPROVAL ENGINEERING SERVICES

_____

DIRECTOR OF ENGINEERING SERVICES

CERTIFICATE OF APPROVAL BY NASSAU COUNTY FIRE RESCUE CHIEF

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN EXAMINED AND APPROVED BY THE NASSAU COUNTY FIRE RESCUE CHIEF, THIS _____ DAY OF _____ A.D., 2022.

_____

DIRECTOR OF ENGINEERING SERVICES

Prepared by:
A & J Land Surveyors, Inc.
5847 Luella Street
Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

ISLAND VIEW

CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.
SECTION 5, TOWNSHIP 2 NORTH, RANGE 28 EAST

A REPLAT OF LOT 76 OF "OCEAN BREEZE FARMS", A SUBDIVISION OF A PORTION OF SECTIONS 3 AND 5, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF SAID NASSAU COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY TEN (10) FEET OF SAID LOT 76 WHICH WAS TAKEN TO WIDEN "BAILEY ROAD".

CURVE TABLE FOR THIS PLAT

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	10.00'	89°33'27"	15.63'	N 44°40'23" E	14.09'
C2	10.00'	73°48'14"	12.88'	N 37°00'27" W	12.01'
C3	22.00'	147°36'28"	56.68'	S 00°06'20" E	42.25'
C4	10.00'	73°48'14"	12.88'	N 36°47'47" E	12.01'
C5	10.00'	90°26'33"	15.79'	N 45°19'37" W	14.20'
C6	10.00'	89°33'27"	15.63'	S 44°40'23" W	14.09'
C7	10.00'	48°50'40"	8.52'	S 24°37'33" W	8.27'
C8	21.00'	75°46'44"	27.77'	N 31°51'10" E	25.79'
C9	7.00'	71°21'31"	8.72'	S 35°35'15" W	8.17'
C10	13.00'	90°26'41"	20.52'	S 45°19'33" E	18.46'

LINE TABLE FOR THIS PLAT

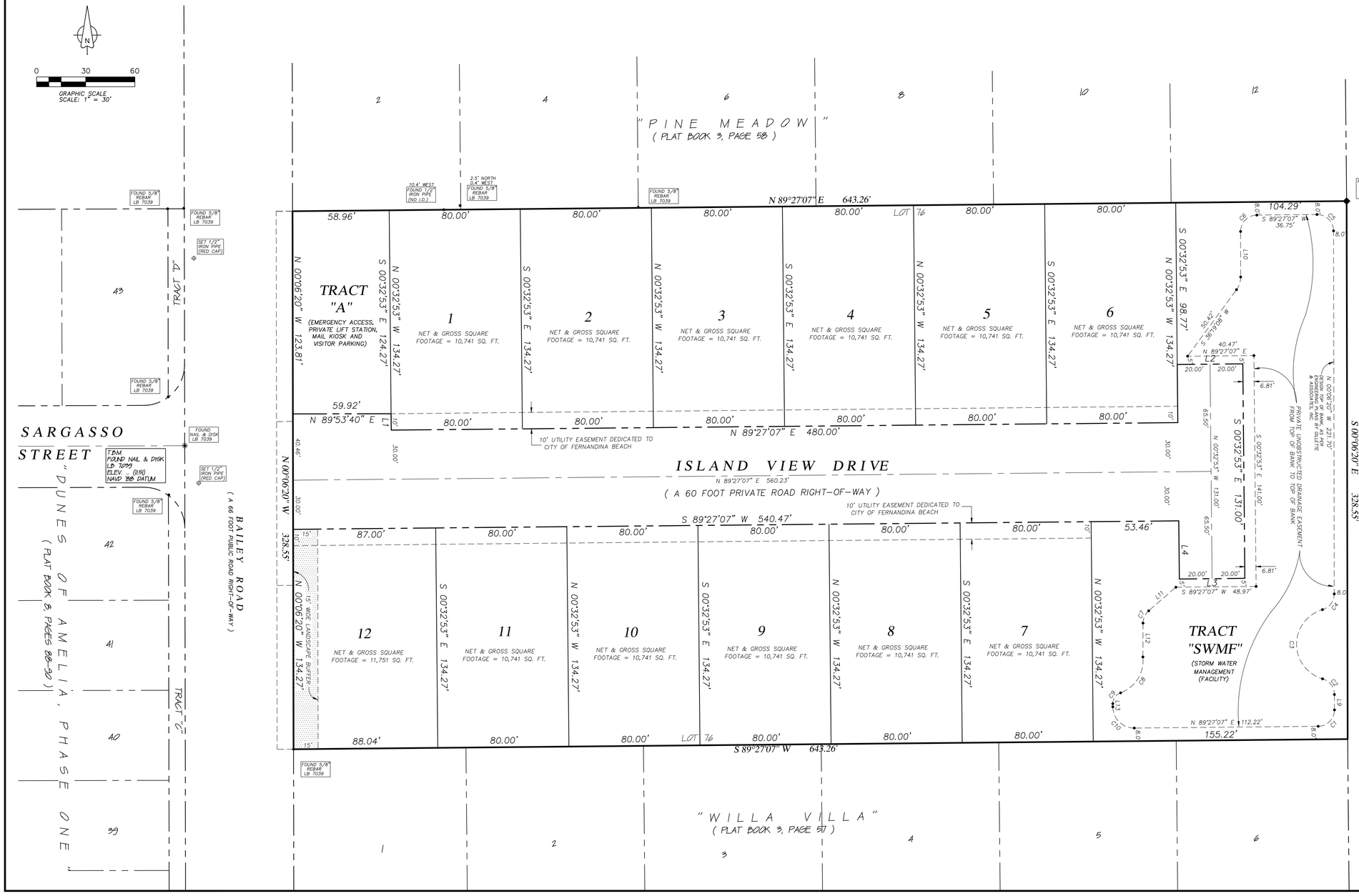
LINE	BEARING	DISTANCE
L1	S 00°32'53" E	10.00'
L2	N 89°27'07" E	40.00'
L3	S 89°27'07" W	40.00'
L4	N 00°32'53" W	35.50'
L9	N 00°06'20" W	9.39'
L10	N 00°06'20" W	27.81'
L11	S 49°02'53" W	21.97'
L12	N 00°12'13" E	20.68'
L13	S 00°06'12" E	1.89'

OFFICIAL RECORDS BOOK _____ , PAGE _____

SHEET TWO (2) of TWO (2) SHEETS

SEE SHEET ONE (1) FOR GENERAL NOTES AND SURVEYOR'S COMMENTS REGARDING THE PROPERTY INFORMATION REPORT

VICINITY MAP



LEGEND

O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.R.C.	POINT OF REVERSE CURVE
R.P.	RADIUS POINT
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◇	MONUMENT, LB 6661
▨	20' SEWER EASEMENT
▨	LIMITS OF 10' LANDSCAPE BUFFER WITHIN TRACT "D-9"

Prepared by:
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Jacksonville, Florida 32207
T 904.346.1733
F 904.346.1736

STAFF REPORT
PAB 2022-0025 (Preliminary Plat)
Planning Advisory
August 10, 2022

APPLICATION FOR PRELIMINARY PLAT
ISLAND VIEW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Tim Ritch; Scott Road Partners LLC				
AGENT:	Gillette and Associates, Inc.				
REQUESTED ACTION:	Preliminary Plat for Island View				
LOCATION:	2754 and 2766 Bailey Road 00-00-30-044B-0076-0010 00-00-30-044B-0076-0020				
CURRENT LAND USE + ZONING:	Low Density Residential (LDR) Land Use + Low Density Residential (R-1) Zoning				
EXISTING USES ON SITE:	Three mobile homes and two ancillary structures				
PROPERTY SIZE:	Approximately 4.85 acres				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
NASSAU COUNTY	North	Pine Meadow Subdivision SFH	Around 1960	Nassau County Residential Single Family 2	Nassau County Medium Density
NASSAU COUNTY	South	Willa Villa Subdivision SFH	Mid to late 1950's	Nassau County Residential Single Family 2	Nassau County Medium Density
WITHIN CITY LIMITS	East	Vacant land and Isle De Mai Stormwater Pond	N/A	R-1	Low Density Residential
WITHIN CITY LIMITS	West	Dunes of Amelia Subdivision	2015	RLM	Medium Density Residential

*** 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 Community Development Department Office. ***

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant, Gillette and Associates Inc, agent for owner, Tim Ritch (Scott Road Partners LLC) requests preliminary plat approval of a single family home subdivision containing 12 lots on 4.85 acres of land located on Bailey Road. The property was annexed in December 2021 (Ordinance 2021-30) and assigned the Low Density Residential (LDR) land use (Ordinance 2021-31) and R-1 Low Density Residential zoning designation (Ordinance 2021-32). The applicant intends to build a single family home subdivision to be named "Island View". The site acreage could accommodate up to 20 dwelling units, with a maximum density of up to four (4) dwelling units per acre, consistent with the approved land use and zoning designation. There are no common amenities beyond the required stormwater management ponds, bike rack, landscaping, and signage associated with the development. Primary access to the subdivision is off of Bailey Road (County maintained) with a secondary emergency vehicular access point also off of Bailey Road.

The proposed subdivision was submitted for review to the Technical Review Committee (TRC) in March of 2022 (SPR 2022-0018) and is pending issuance of a Local Development Order. In accordance with subdivision requirements of the Land Development Code, the Preliminary Plat is to be considered by the Planning Advisory Board for a recommendation to the City Commission. The City Commission will then consider the Preliminary Plat.

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 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: described below.

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 proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. The proposed development will rely on an open roadway (Bailey Road) for access to the subdivision. Water and sewer services are available to serve the site and this proposed development. No leapfrog development is occurring. The development is accessed through Nassau County improved and maintained roadways.

Uses along Bailey Road are consistent with the City's single family residential land use pattern for the area. The requested preliminary plat development pattern is consistent with the characteristics of the surrounding developed properties. The applicant has not supplied a report stating the soil suitability or the presence or absence of natural resources; however, this is not a greenfield development. The site currently contains three (3) mobile homes and two (2) ancillary structures. This site is not located in a Coastal Upland Protection Zone or special flood hazard area, and the levels of service are discussed above.

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** *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.
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 City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed at the time the City annexed the property and assigned the Low Density Residential land use and R-1 Zoning and additionally through TRC site plan review process. Given the established Low Density Residential (LDR) land use and R-1 (Low Density Residential) zoning which allows for up to four (4) dwelling units per acre on the subject property, the development potential of the site could have resulted in a maximum of 20 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 12 dwelling units, Staff estimates that approximately 114 Average Daily Trips (ADT) could be generated by this development; resulting in 12 p.m. peak hour trips[1]. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be similar to the past collection of transportation impact fees which ceased in 2006.

The City owns and operates three potable water treatment facilities which combined can provide 18.2 million gallons per day. Potable water customers on the average consume approximately 5 million gallons per day. The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. At the adopted level of service and the proposed development density, the residential units will consume 4,200 gallons of water per day (12 units x 350 gallons per ERC per day).

The City owns and operates one sanitary sewer treatment facility which has an operation/design capacity to treat 3.5 million gallons of wastewater per day. The facility's customers currently generate, on average, 1.9 million gallons per day. At the adopted level of service and the proposed development density, the site will generate 9,660 gallons of wastewater per day (12 units x 2.3 x 350 gallons per ERC per day). The Commercial facilities are calculated by an Equivalent Residential Connection (ERC) standard, which is calculated by the utilities director. The utilities director indicates that plant capacity is available for the site; however, other facilities, such as pipe and lift station capacity, will have to be evaluated, and the developer will have to pay for what improvements are necessary to accommodate any proposed development. These determinations will be

[1] ITE Code 210 (Single-Family Detached Housing) average PM peak hour trips = 12 (~1 trip/ dwelling unit)

made in advance of site plan review and necessary improvements will be required as a part of site plan approval.

As for solid waste and drainage, the City currently has a contracted services with Advanced Disposal to dispose of solid waste city-wide, therefore the impact is not necessary as part of the preliminary plat review. Drainage impacts from any new development or redevelopment will be reviewed by the City's Technical Review Committee (TRC). The City requires storm water drainage to be retained on-site and permitting through the St. John's River Water Management District (SJRWMD). Permitting from SJRWMD is a requirement for final approval and receipt of a local development order from the TRC.

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, 1.02.03, and 4.01.01.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

11.01.02 Requirements for Subdivision Plats (Preliminary and Final)

A. **A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.**

B. **In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:**

1. **The name, addresses, telephone number, facsimile number, and email address of the person preparing the plat.**
2. **The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.**
3. **The proposed name of the subdivision.**
4. **Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.**
5. **All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.**
6. **Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.**
7. **Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.**
8. **Location of the nearest available public water supply and wastewater disposal system.**
9. **A topographic survey, soils report, grading plan, and an erosion control plan.**
10. **Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.**
11. **A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.**
12. **A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.**

13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The applicant has complied with the subdivision requirements of the Land Development Code. The proposed plans have been reviewed for technical completeness by the Technical Review Committee and a local development order is pending final review at this time. The applicant understands that site work cannot commence until a Local Development Order has been issued and permits are granted to begin infrastructure installation.

CONCLUSION:

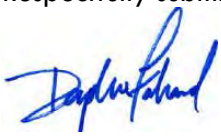
The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Preliminary Plat

Following the recommendation of the Planning Advisory Board (PAB), the Preliminary Plat will move forward to the City Commission in the form of a Resolution.

MOTION(S) TO CONSIDER

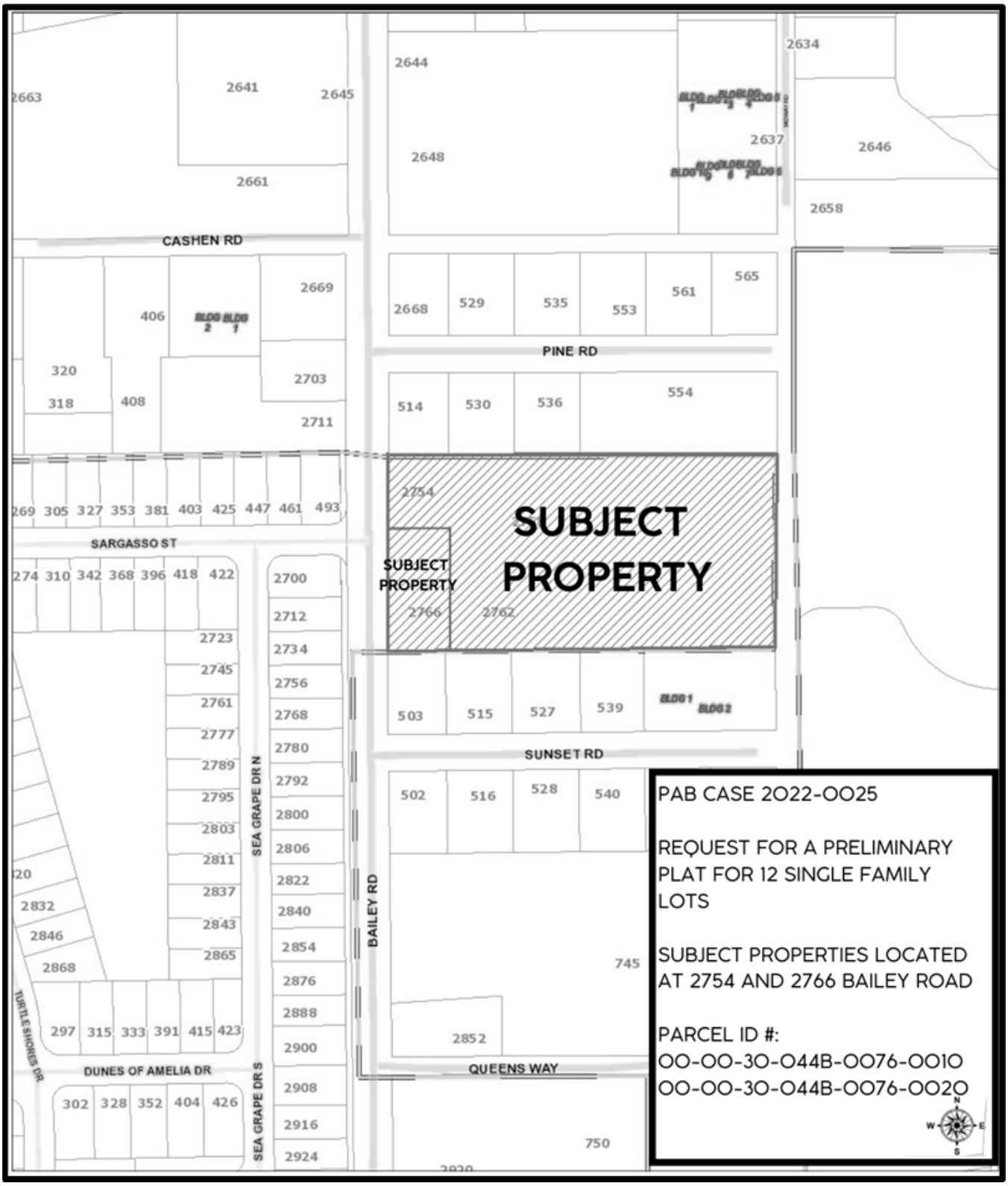
I move to recommend **(approval or denial)** of PAB case number 2022-0025 to the City Commission requesting that a Preliminary Plat for Island View be **(approved or denied)** and that PAB case 2022-0025, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted by:

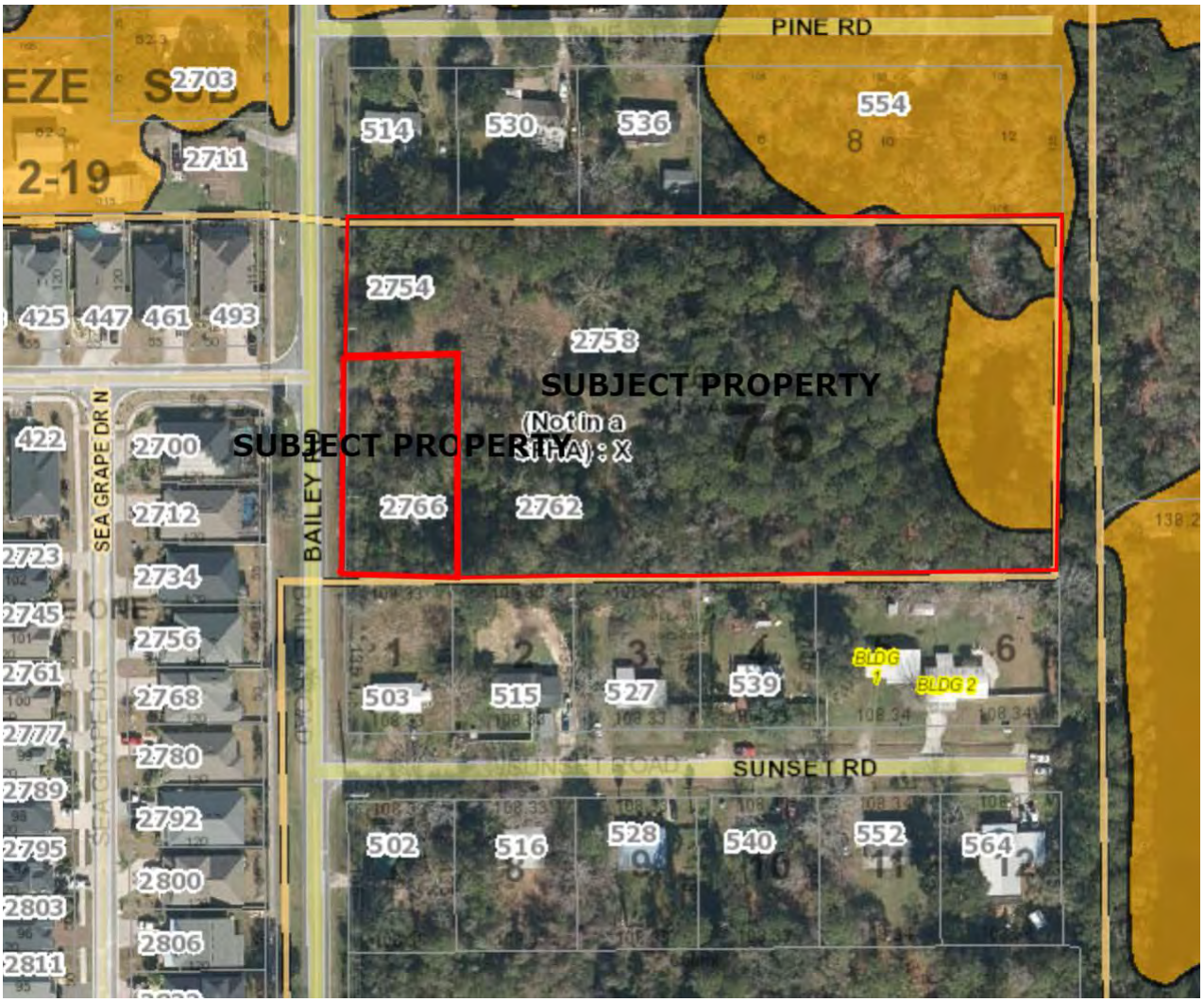


Daphne Forehand
Planner I

EXHIBIT A


SUBJECT PROPERTY
SUBJECT PROPERTY
PAB CASE 2022-0025
REQUEST FOR A PRELIMINARY PLAT FOR 12 SINGLE FAMILY LOTS
SUBJECT PROPERTIES LOCATED AT 2754 AND 2766 BAILEY ROAD
PARCEL ID #:
00-00-30-044B-0076-0010
00-00-30-044B-0076-0020
CASHEN RD
PINE RD
SUNSET RD
SARGASSO ST
BAILEY RD
SEA GRAPE DR N
SEA GRAPE DR S
DUNES OF AMELIA DR
QUEENS WAY
TURTLE SHORES DR

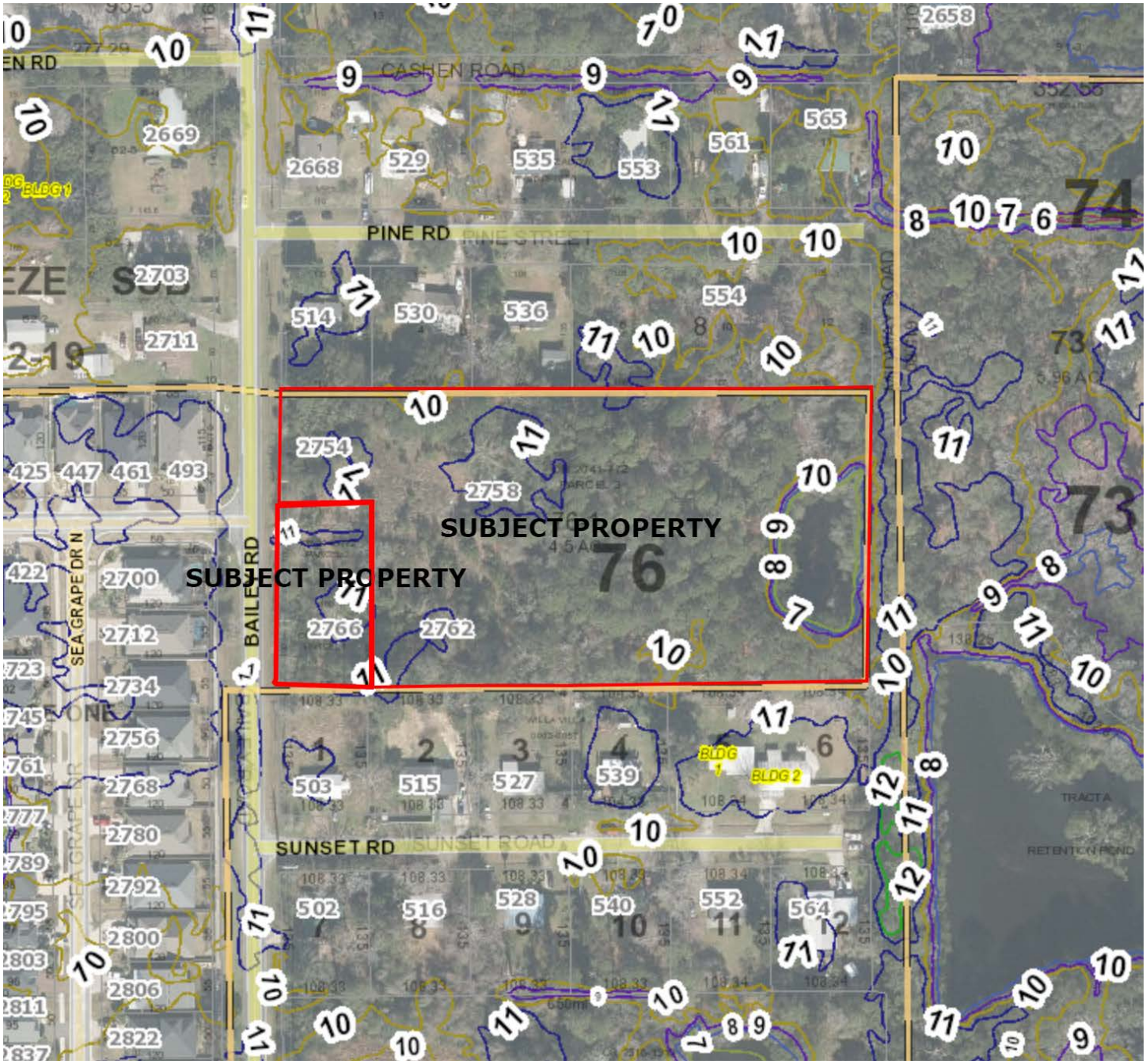
FLOODZONE


PINE RD
SUNSET RD
SUBJECT PROPERTY
(Not in a SFHA) : X
SUBJECT PROPERTY
BAILEY RD
SEA GRAPE DR N
SEA GRAPE DR
2703
2711
514
530
536
554
2754
2758
425
447
461
493
422
2700
2712
2723
2734
2745
2756
2761
2768
2777
2780
2789
2792
2795
2800
2803
2806
2811
2766
2762
503
515
527
539
BLDG
BLDG 2
502
516
528
540
552
564

SOILS

CASHEN ROAD
PINE RD
PINE STREET
SUNSET ROAD
SUNSET RD
BAILEY ROAD
SEA GRAPE DR N
SEAGRAPE DR
2658
2669
2668
529
535
553
561
565
2703
2711
514
530
536
554
2754
2758
SUBJECT PROPERTY
SUBJECT PROPERTY
2766
2762
76
74
73
425
447
461
493
422
2700
2712
2734
2756
2768
2780
2792
2800
2806
2822
503
515
527
539
502
516
528
540
552
564
BLDG 1
BLDG 2
Soil ID: 9
LEON FINE SAND
Soil ID: 14
RUTLEGE MUCKY FIN
TRACT A
RETENTION POND

TOPOGRAPHY


CASHEN ROAD
PINE RD
PINE STREET
SUBJECT PROPERTY
SUBJECT PROPERTY
BAILEY RD
SEAGRAPE DR N
SUNSET RD
SUNSET ROAD
BLDG 1
BLDG 2
RETENTION POND
TRACT A
76
74
73

Print

Planning Advisory Board (PAB) - Submission #9612

Date Submitted: 7/22/2022

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 (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [x] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2022 Submission Deadlines + Meetings Calendar

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

3/1/2022

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

2754 Bailey Road and 2766 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0076-0010; 00-00-30-044B-0076-0020

Lot*

1, 2

Block*

76

Subdivision*

Ocean Breeze Farms

Zoning District*

R-1

Future Land Use Designation*

Low Density Residential

REVIEW TYPE*

- [ ] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [x] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Tim

Last Name*

Ritch

Company (if applicable)

Scott Road Partners

Mailing Address*

9995 Gate Parkway North

City*

Jacksonville

State*

Florida

Zip*

32246

Telephone Number*

9049283912

Email Address*

tim@fcginc.net

OWNER'S AGENT

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

First Name

Asa

Last Name

Ritch

Mailing Address

20 South 4th Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

9042618819

E-mail Address

asa@gilletteassociates.com

PROJECT INFORMATION

Previous Planning/Zoning Approvals

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

Preliminary Plat for 12 lot single family residential subdivision known as Island View

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*

Asa

Applicant Last Name*

Gillette

Today's Date*

7/22/2022

Upload Supporting Documentation*

Sheet 1.pdf

Upload 2

Sheet 2.pdf

Upload 3

Island view_LOI.pdf

Upload 4

AGENT FORM.pdf

DEPARTMENT OF PLANNING & CONSERVATION

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

Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

July 22, 2022

Ms. Kelly Gibson, AICP
Planning & Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Re: Letter of Intent – Island View

Dear Kelly,

Gillette & Associates, Inc., on behalf of our client, is pleased to submit the attached plat and associated application for the above referenced project. The attached plat and application reflect the intent to construct 12-units single family residential subdivision.

Thank you for your time and consideration on this application and please feel free to contact me with any questions that you may have.

Sincerely,

Asa R. Gillette, P.E.
Principal
Gillette & Associates, Inc.

Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

AGENT AUTHORIZATION

I, Timothy Ritch of Scott Road Partners, LLC the owner of the following property(s) do hereby authorize, Gillette & Associates, Inc. to act as my Agent in conjunction with all site plan applications and any other Local, State and/or Federal development permits necessary for development of the following property, without any further notice.

Property ID Number(s): 00-00-31-044B-00076-0010; 00-00-30-044B-0076-0020

Location: 2754 Bailey Road and 2766 Bailey Road, Fernandina Beach

Signature — *Date*: February 3, 2022 — *Telephone Number*: 904-928-3912

STATE OF FLORIDA
COUNTY OF Duval

Subscribed and sworn to before me this 3rd day of February, 2022.

Who is personally known to me ____ or has produced identification Tim Ritch

Notary Pubic: Signature — Printed Name: Kimberly R. Simmons

My Commission Expires: 02/25/2024

Notary Public State of Florida
Kimberly R Simmons
My Commission GG 982291
Expires 02/25/2024

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
AUGUST 10, 2022

1. CALL TO ORDER 5:00

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:
Victoria Robas (Chair)
Genece Minshew (Vice-chair)
John Boylan
Peter Stevenson
Mark Bennett

MEMBERS ABSENT:
Barbara Gingher

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 from the Regular Meeting of June 8, 2022.

Member Stevenson noted that under item 4.1 he voted no, he did not abstain from voting.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to approve the Minutes with the noted amendment.

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

3.2 Approval of Minutes for the PAB Special Meeting of June 22, 2022.

Member Stevenson noted that under item 4.1 last line, change the word “reapproved” to “reaffirmed”.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to approve the Minutes with the noted amendment.

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

Chair Robas and Members agreed to hear Public Comment prior to the New Business items.

8. PUBLIC COMMENT

Jose Miranda, 309 ½ Centre Street, spoke about the current LDC definition for building footprint, as it relates to accessory dwellings and accessory structures, and requested that the Board consider amending the definition to achieve consistency and accuracy.

Michael Stauffer, 422 S. 6th Street, echoed Mr. Miranda's concern and thanked Staff for working to issue a Memorandum and addressing this concern so quickly.

James Pozzetta, 103 S. 18th Street, first disclosed that he sits on the Historic District Council as a member, spoke of the importance of this issue within the Historic District Council review process.

Judy Fitzwater, 927 S. 7th Street, spoke in favor of PAB case 2022-0024 regarding re-zoning to conservation land.

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 **PAB 2022-0023 - FUTURE LAND USE MAP AND ZONING CHANGES** FOR PROPERTIES LOCATED AT 1060 JEAN LAFITTE BLVD AND ON THIRD STREET TOTALING APPROXIMATELY 3.17 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LDR / R-1) TO CONSERVATION (CON)

Ms. Forehand provided a summary of the requested action. She noted that the City would be closing on the property on 3rd Street by the end of this month of August. She also mentioned that this property is mostly wetland. Staff recommended approval.

Member Stevenson asked about if future budget allocations were in place for the maintenance of acquired properties.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to recommend approval of PAB case 2022-0023 to the City Commission; AND that PAB case 2022-0023 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 voice vote, and being all ayes, carried.

5.2 **PAB 2022-0024 - FUTURE LAND USE AND ZONING MAP CHANGES** FOR FLORIDA STATE LANDS LOCATED ON LOTS 8 + 9 S. 7TH STREET AND LOTS 3 + 4 INDIGO/S. 6TH STREET TOTALING 0.24 ACRES OF LAND FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ R-2 TO CONSERVATION/CON

Ms. Forehand provided a summary of the requested action and staff recommended approval.

Judy Fitzwater, 923 S. 7th Street, spoke in favor of re-zoning to conservation land.

Breanna Pajevic, 917 S. 7th Street, voice some concerns about development near her property and would like to keep as much conservation as possible.

John Holbrook, 2009 Beech Street, spoke about the ownership of vacant parcels adjacent to the subject properties.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of the importance of the conservation zoning designation on this parcel.

Judy Fitzwater, 923 S. 7th Street, noted that there is a creek close to these lots.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2022-0024 to the City Commission; AND that PAB case 2022-0024 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 voice vote, and being all ayes, carried.

5.3 **PAB 2022-0025 - PRELIMINARY PLAT** - FOR 2754 + 2766 BAILEY ROAD, FOR 12 SINGLE FAMILY LOTS

Ms. Forehand provided a summary of the requested action. She noted that this request has been reviewed by the Technical Review Committee and are awaiting the result from this review to acquire their Local Development Order. Staff recommended approval.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern regarding higher ground water levels in that area and the amount of tree and vegetation removal.

Asa Gillette, 20 S. 4th Street, was present to answer any questions and addressed the higher ground water level comment.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Bennett to recommend approval of PAB case 2022-0025 to the City Commission; AND that PAB case 2022-0025 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 voice vote, and being all ayes, carried.

5.4 PAB 2022-0022 - VOLUNTARY ANNEXATION + ZONING + LAND USE MAP AMENDMENTS - 2753 AMELIA ROAD - CHARLES HINTON GAINES + BARBARA G. HARPER
REQUEST FOR VOLUNTARY ANNEXATION FOR A PARCEL OF LAND TOTALING 0.90 ACRES OF LAND, ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR), AND ZONING DISTRICT OF MEDIUM DENSITY RESIDENTIAL (R-2) FROM NASSAU COUNTY RESIDENTIAL SINGLE-FAMILY 2 ZONING DISTRICT AND MEDIUM DENSITY LAND USE.

Ms. Forehand provided a summary of the requested action and staff recommended approval.

Members expressed concern with the R-2 and would rather see this parcel zoned R1.

Barbara Harper, 2069 Clinch Drive, owner of the parcel, stated that they would be happy with an R-1 zoning district.

Marsha Christopher, 667 Ferdinand Court, voiced a concern regarding potential development of adjacent properties.

Barbara Harper, 2069 Clinch Drive, spoke about a neighbor’s request for an easement.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Bennett to recommend approval of PAB case 2022-0022 to the City Commission; requesting a Voluntary Annexation assignment of Low Density Residential Land Use and Low Density Residential R-1 Zoning District for property located at 2753 Amelia Road be approved; AND that PAB case 2022-0022 as presented with the proposed change is sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Rachel Taylor, 2649 Robert Oliver Avenue, asked for clarification of the different zoning densities.

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

6. BOARD BUSINESS

6.1

a. Discussion of Commission Directed LDC Text Amendments: *Impervious Surface, Gross Site Area, Defining "Marina", "Surface Water"*
b. *Consistency of LDC Sections 8.01.02 (D) (1) and 3.03.03 (B)(1) "Water-Enhanced Uses" to be exempt from wetland buffers.*

Ms. Forehand provided a summary of the requested action and Staff's analysis.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of concerns regarding the development of land located on the Amelia River.

6.2 Member Bennett requested discussion of historically platted lots of record.

Member Bennett indicated that Ms. Gibson has provided substantial information to the Board via email.

6.3 Vision 2045 Update: City Commission consideration of Vision 2045 at its regular meeting on **August 16, 2022**. Documents can be obtained from the City Commission agenda packet or the City's website at www.fbfl.us/vision2045.
The City Commission Agenda with this item is expected to be published on Tuesday, August 9, 2022.

7. STAFF REPORT

Margaret Kirkland, 1377 Plantation Point Drive, spoke of concerns about the smaller platted lots of record and tree loss.

8. ADJOURNMENT 7:19

_____ _____

Taylor Hartmann. Recording Secretary Victoria Robas, Chair

Engineering Plans

For

ISLAND VIEW SUBDIVISION

For

ARTISAN HOMES LLC

Gillette & Associates, Inc.

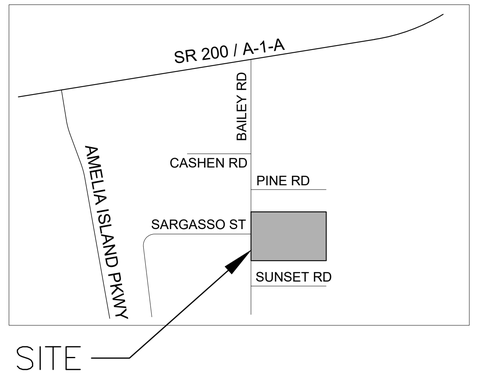
Civil & Environmental Engineering
Mechanical & Structural Engineering
Permitting & Construction Management

20 South 4th Street Amelia Island, Florida 32034
Phone: 904/261-8819

PERMITTING AGENCIES
CITY OF FERNANDINA BEACH
ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

ISSUE DATE: 03/01/22
REVISION DATE: 07/14/22

SITE LOCATION MAP



G&A Project
No.: 21-10-36

NOT FOR CONSTRUCTION

SITE / GEOMETRY NOTES

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON NAVD DATUM OF 1988.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: A & J LAND SURVEYORS (904-346-1733).

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS – AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17A. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

17B. ALL FINISH FLOORS SHOWN ON THE PLANS ARE MINIMUM ELEVATIONS

18. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

19. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED. ALL DISTURBED AREAS WITHIN THE NASSAU COUNTY RIGHT OF WAY SHALL BE COVERED WITH BERMUDA SOD.

21. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

22. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND CITY BEFORE COMMENCING WORK.

SITE / GEOMETRY NOTES CONT.

23. MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

24. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

25. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (2%) UNDER EXISTING AND PROPOSED ROADWAYS.

26. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

27. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

28. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF F.B. AND NASSAU COUNTY STANDARDS.

WATER NOTES

1. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

2. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

3. WATER MAINS SHALL BE LAID AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED SANITARY HAZARD. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. WHERE PARALLEL WATER AND SEWER MAINS HAVE LESS THAN 10 FOOT HORIZONTAL SEPARATION, 20 FOOT LENGTHS OF C900 (DR18) WATER QUALITY PIPE SHALL BE USED WITH THE JOINTS STAGGERED AT 10 FOOT INTERVALS. THE PIPES SHALL BE PLACED IN SEPARATE TRENCHES WITH THE WATER MAIN AT LEAST 18 INCHES ABOVE THE SEWER.

4. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

5. NO WATER MAIN PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF A SEWER MANHOLE.

6. TRACER WIRE SHALL BE PROVIDED ON ALL WATER MAINS AND FORCE MAINS. TRACER WIRE SHALL BE #10 UF SOLID COPPER WIRE, COATED, AND SUITABLE FOR BURIAL. COATING SHALL BE BLUE FOR WATER AND GREEN FOR SEWER MAIN CONNECTIONS. WIRE SHALL BE ATTACHED DIRECTLY TO TOP OF PIPE AND BROUGHT INTO EACH VALVE BOX AND COILED TO ALLOW FOR EASY ACCESS AND EXTENSION ABOVE FINISHED GRADE FOR ATTACHMENT OF LOCATING EQUIPMENT.

7. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

8. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

INDEX

	PAGE #	SHEET	DESCRIPTION
ALL PERMITTING ENTITIES	1	CVR	COVER SHEET
	2	IN-1	INDEX SHEET
	3	PRE-1	PREDEVELOPMENT PLAN
	4	GE-1	GEOMETRY PLAN
	5	UT-1	UTILITY PLAN
	6	DR-1	DRAINAGE PLAN
	7	PP-1	ROAD PLAN AND PROFILE
	8	LS-1	LANDSCAPE PLAN
	9	TM-1	TREE MITIGATION PLAN
	10	TM-2	TREE MITIGATION DATA
	11	TM-3	TREE MITIGATION DATA
	12	DT-1	MISCELLANEOUS DETAILS
	13	DT-2	MISCELLANEOUS DETAILS
	14	DT-3	ROAD CUT DETAIL

FIRE NOTES

1. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE. (NFPA 1, 16.4.3.1.3, 2009 EDITION)

2. HYDRANTS SHALL HAVE CLEARANCES OF SEVEN AND ONE HALF FEET (7 FT-6 IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT, WITH A FOUR FOOT CLEARANCE TO THE REAR OF THE HYDRANT. (NFPA 1, 18.3.4.1, 2009)

3. NEW FIRE HYDRANT(S) SHALL BE INSTALLED NOT MORE THAN 7 FEET 6 INCHES AWAY FROM CURB OR BERM OF THE ROADWAY.

LEGEND

	EXISTING VALVE	15.3	PROPOSED SPOT ELEVATION
WM	EXISTING WATER LINE	WM	PROPOSED WATER LINE
	EXISTING FIRE HYDRANT		PROPOSED FIRE HYDRANT
	EXISTING PROPERTY LINE		PROPOSED LOT LINE
	EXISTING EDGE OF PAVEMENT		PROPOSED EDGE OF PAVEMENT
P-1	PIPE	S-5	DRAINAGE STRUCTURE

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	07/14/22	REVISED PER C.O.F.B. & NASSAU COUNTY COMMENTS
B	EC	05/23/22	REVISED PER C.O.F.B. COMMENTS
A	EC	03/01/22	ISSUE FOR C.O.F.B. REVIEW

Scale: NONE
Project Mgr: AG
Designed by: AG/EC
Drawn by: EC/AG
QA/QC: NG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034
Certificate of Authorization No. 9332

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ARTISAN HOMES LLC
2754 BAILEY ROAD
FERNANDINA BEACH, FLORIDA

ISLAND VIEW SUBDIVISION

INDEX SHEET

REGISTERED DESIGN PROFESSIONAL

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22

Sheet
IN-1

Project No. 21-10-36

NOT FOR CONSTRUCTION

EXISTING DRIVEWAY CONNECTION TO BE USED AS CONSTRUCTION ENTRANCE. COVER 30' FROM EDGE OF BAILEY ROAD IN 6" OF #57 STONE DURING CONSTRUCTION. UPGRADE CULVERT AND DITCH AT TIME OF NEW DRIVEWAY CONNECTION CONSTRUCTION

"PINE MEADOW" (PLAT BOOK 3, PAGE 58)

"WILLA VILLA" (PLAT BOOK 3, PAGE 57)

PRE-1 3.57 AC

PRE-2 1.28 AC

PREDEVELOPMENT FLOW ARROW (TYP)

GRAPHIC SCALE SCALE: 1" = 30'

N 89°27'07" E 643.26'

S 89°27'07" W 643.26'

LOT 76

WOOD BUILDING

WOOD SHED

MOBILE HOME

POND WATER ELEV. ... (8.6)

SET 1/2" IRON PIPE (RED CAP)

FOUND 5/8" REBAR LB 7039

FOUND NAIL & DISK LB 7039

FOUND 1/2" IRON PIPE (NO I.D.)

FOUND 4" x 4" CONCRETE MONUMENT, (NO ID)

10.4' WEST, 0.4' NORTH

10.4' WEST, 0.4' SOUTH

REMOVE EXIST. D/W AND CULVERT

NEW SILT FENCE (TYP)

DEMO EXISTING FENCE (TYP)

DEMO EXISTING IMPROVEMENTS (TYP)

DRAINAGE AREA BOUNDARY (TYP)

30 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS PER O.R. BOOK 353, PAGE 77

PARCEL 1 OF LANDS DESCRIBED IN O.R. BOOK 2255, PAGE 1821

PARCEL 2 OF LANDS DESCRIBED IN O.R. BOOK 2255, PAGE 1821

PARCEL 3 OF LANDS DESCRIBED IN O.R. BOOK 2255, PAGE 1821

TRACT "C"

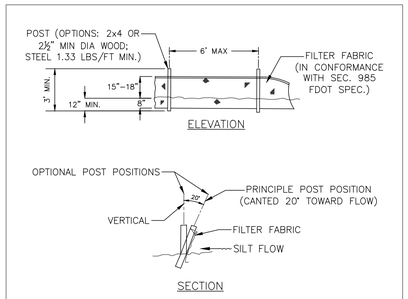
BAILEY ROAD (A 66 FOOT PUBLIC ROAD RIGHT-OF-WAY)

CURRENT RIGHT-OF-WAY LINE OF BAILEY ROAD

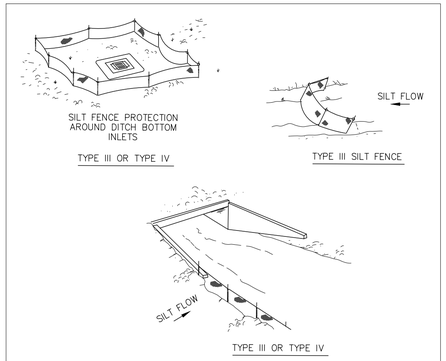
MIDWAY ROAD (A 30 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PER PLAT BOOK 2, PAGE 19, NOT PHYSICALLY OPENED AT THIS TIME)

PROPERTY WAS REVIEWED BY ENVIRONMENTAL BIOLOGIST BRIAN SPAHR, WHO DETERMINED THAT THERE ARE NO WETLANDS PRESENT ON SITE

TYPE III SILT FENCE DETAIL



SILT FENCE APPLICATIONS



No.	By	Date	Revision
K			
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Scale: 1"=30'
Project Mgr: AG
Designed by: AG/EC
Drawn by: EC/AG
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ARTISAN HOMES LLC
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ISLAND VIEW SUBDIVISION

PREDEVELOPMENT PLAN

REGISTERED DESIGN PROFESSIONAL

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22

Sheet PRE-1

Project No. 21-10-36

NOT FOR CONSTRUCTION

GRAPHIC SCALE
SCALE: 1" = 30'

"PINE MEADOW"
(PLAT BOOK 3, PAGE 58)

P.I.N.S: 00-00-30-0520-0002-0000
00-00-30-0520-0004-0000
00-00-30-0520-0006-0000
00-00-30-0520-0008-0000
ZONING: NC RS-2
USE: SINGLE FAMILY RESIDENCES

TREE PROTECTION ZONE (TYP)
25-FT REAR YARD SETBACK (TYP)
10' UTILITY EASEMENT
RETAINING WALL (SEE DETAIL SHEET DT-1)
OVERALL PROPERTY LINE (TYP)
STABILIZED AND SODDED EMERGENCY ACCESS
END OF PAVEMENT
LIFT STATION PARKING: (1) 9'x18' & (1) 12'x18' W/ 5' ACCESS
8'x8' 6" THK CONC. SLAB FOR MAIL KIOSK
GMS L.P. MARKER
WPP (6" DIA)
4 1/2Ø WIRE FENCE
LOT 1 (0.25 AC)
LOT 2 (0.25 AC)
LOT 3 (0.25 AC)
LOT 4 (0.25 AC)
LOT 5 (0.25 AC)
LOT 6 (0.25 AC)
R.O.W. LINE (TYP)
GATED ENTRY W/ SIGNAGE ON COLUMNS
CENTERLINE OF ISLAND VIEW DRIVE
SARGASSO ST.
STOP SIGN AND STOP BAR
PEDESTRIAN CROSSING SIGN (TYP, BOTH SIDES)
GATE ACCESS
BIKE RACK
GATE SIGN
30 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS PER O.R. BOOK 353, PAGE 77
25-FT FRONT YARD SETBACK (TYP)
18" MIAMI CURB AND GUTTER (TYP)
END CURB W/ 12" TAPER AT R.O.W. (TYP BOTH SIDES)
ADA RAMP W/ YELLOW WET-SET MAT (TYP, BOTH SIDES)
6'-TALL DECORATIVE FENCE W/ PED. GATE AT S/W (TYP)
CENTER STRIPING STARTING 100' FROM STOP BAR
15' LANDSCAPE BUFFER
5' SIDEWALK
CONCRETE PAD WITH ELECTRICAL CONTROL BOX
LOT 12 (0.27 AC)
LOT 11 (0.25 AC)
LOT 10 (0.25 AC)
LOT 9 (0.25 AC)
LOT 8 (0.25 AC)
LOT 7 (0.25 AC)
10' UTILITY EASEMENT
SETBACK LINE (TYP)
LOT LINE (TYP)
6'-TALL PRIVACY FENCE (TYP)
SINGLE LIGHT, LUMARK TYPE 4 (TYP, 6 PL). SEE DETAIL SHEET DT-1.
"WILLA VILLA" (PLAT BOOK 3, PAGE 57)
BULKHEAD W/ 5'-TALL FENCE
5'-TALL FENCE (TYP)
FOUNTAIN
WET DETENTION POND 0.50 AC AT T.O.B.
P.I.N.S: 00-00-30-0880-0001-0000
00-00-30-0880-0002-0000
00-00-30-0880-0003-0000
00-00-30-0880-0004-0000
00-00-30-0880-0005-0000
ZONING: NC RS-2
USE: SINGLE FAMILY RESIDENCES
P.I.N.: 00-00-30-044B-0073-0000
ZONING: R1
USE: VACANT
P.I.N.: 00-00-31-0871-000A-0000
ZONING: R1
USE: STORMWATER RETENTION
P.I.N.: 00-00-30-044D-0043-0000
ZONING: RLM
USE: SINGLE FAMILY RESIDENCE
P.I.N.S: 00-00-30-044D-0040-0000
00-00-30-044D-0041-0000
00-00-30-044D-0042-0000
ZONING: RLM
USE: SINGLE FAMILY RESIDENCES
TRACT "C"
BAILEY ROAD
(A 66 FOOT PUBLIC ROAD RIGHT-OF-WAY)
MIDWAY ROAD
(A 30 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PER PLAT BOOK 2, PAGE 19, NOT PHYSICALLY OPENED AT THIS TIME)

SITE NOTES

PROPERTY
PARCELS:
00-00-30-044B-0076-0010
00-00-30-044B-0076-0020
TOTAL LOT AREA: 4.85 AC
ZONING: R-1
FLOOD ZONE: X

LOTS
MINIMUM WIDTH: 75 FT
MINIMUM AREA: 0.25 AC
FRONT YARD SETBACK: 25 FT
CORNER LOT SECONDARY FRONT SETBACK: 15 FT
SIDE YARD SETBACK: 10% LOT WIDTH
REAR YARD SETBACK: 25 FT

LANDSCAPE BUFFERS
NORTH & SOUTH: NC RS-2
REQUIRED BUFFER: NONE

EAST: RS-1
REQUIRED BUFFER: NONE

WEST: RLM
REQUIRED BUFFER: NONE

BUILDINGS
PROPOSED HOUSES: 3,500 SF
MAXIMUM FLOOR AREA RATIO: 50%
MAXIMUM PROPOSED FLOOR AREA RATIO: 33%
MAXIMUM BUILDING HEIGHT: 35 FT
PROPOSED BUILDING HEIGHT:

SIDEWALK
PER AGREEMENT WITH COUNTY ENGINEER, DEVELOPER TO PAY FEE IN LIEU OF CONSTRUCTING SIDEWALK ALONG BAILEY ROAD.

IMPERVIOUS AREA
MAXIMUM ISR FOR LOTS: 60%
MAXIMUM PROPOSED LOT ISR: 37%
BUILDING IMPERVIOUS AREA: 42,000 SF
PAVEMENT IMPERVIOUS AREA: 30,497 SF
POND AT N.W.L.: 15,665 SF
TOTAL IMPERVIOUS AREA: 88,162 SF
PROPOSED TOTAL ISR: 42%

UTILITIES
WATER: COFB
SEWER: COFB
ELECTRICITY: FLORIDA PUBLIC UTILITY
NO WELLS WITHIN 200' OF SITE

LOT TABLE

LOT #	WIDTH (FT)	GROSS AREA (AC)	GROSS AREA (SF)	NET AREA (AC)	NET AREA (SF)
1	80	0.25	10,741	0.23	9,942
2	80	0.25	10,741	0.23	9,942
3	80	0.25	10,741	0.23	9,942
4	80	0.25	10,741	0.23	9,942
5	80	0.25	10,741	0.23	9,942
6	80	0.25	10,741	0.23	9,942
7	80	0.25	10,741	0.23	9,942
8	80	0.25	10,741	0.23	9,942
9	80	0.25	10,741	0.23	9,942
10	80	0.25	10,741	0.23	9,942
11	80	0.25	10,741	0.23	9,942
12	87	0.27	11,681	0.21	8,947

HATCH LEGEND
ROAD
SIDEWALK
DRIVEWAY
STABILIZED AND SODDED ACCESS (C)

No.	By	Date	Revision
K			
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Scale: 1"=30'
Project Mgr: AG
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Drawn by: EC/AG
QA/QC: NG

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2754 BAILEY ROAD
FERNANDINA BEACH, FLORIDA

ISLAND VIEW SUBDIVISION

GEOMETRY PLAN

REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22
Sheet GE-1
Page 4 of 14
Project No. 21-10-36

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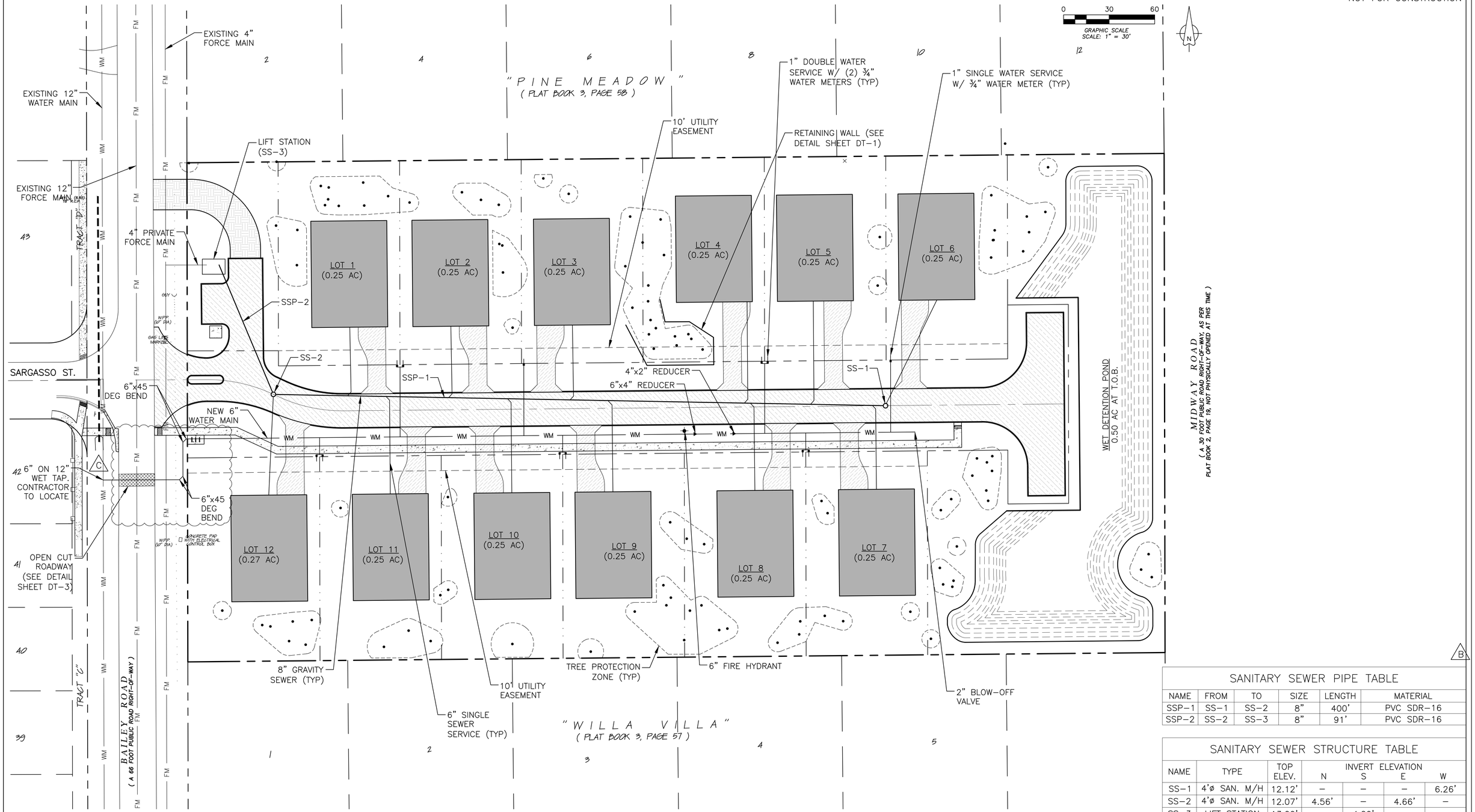

SANITARY SEWER PIPE TABLE

NAME	FROM	TO	SIZE	LENGTH	MATERIAL
SSP-1	SS-1	SS-2	8"	400'	PVC SDR-16
SSP-2	SS-2	SS-3	8"	91'	PVC SDR-16

SANITARY SEWER STRUCTURE TABLE

NAME	TYPE	TOP ELEV.	INVERT ELEVATION N	S	E	W
SS-1	4'ø SAN. M/H	12.12'	–	–	–	6.26'
SS-2	4'ø SAN. M/H	12.07'	4.56'	–	4.66'	–
SS-3	LIFT STATION	13.00'	–	4.20'	–	–

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UTILITY PLAN

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Project No. 21-10-36

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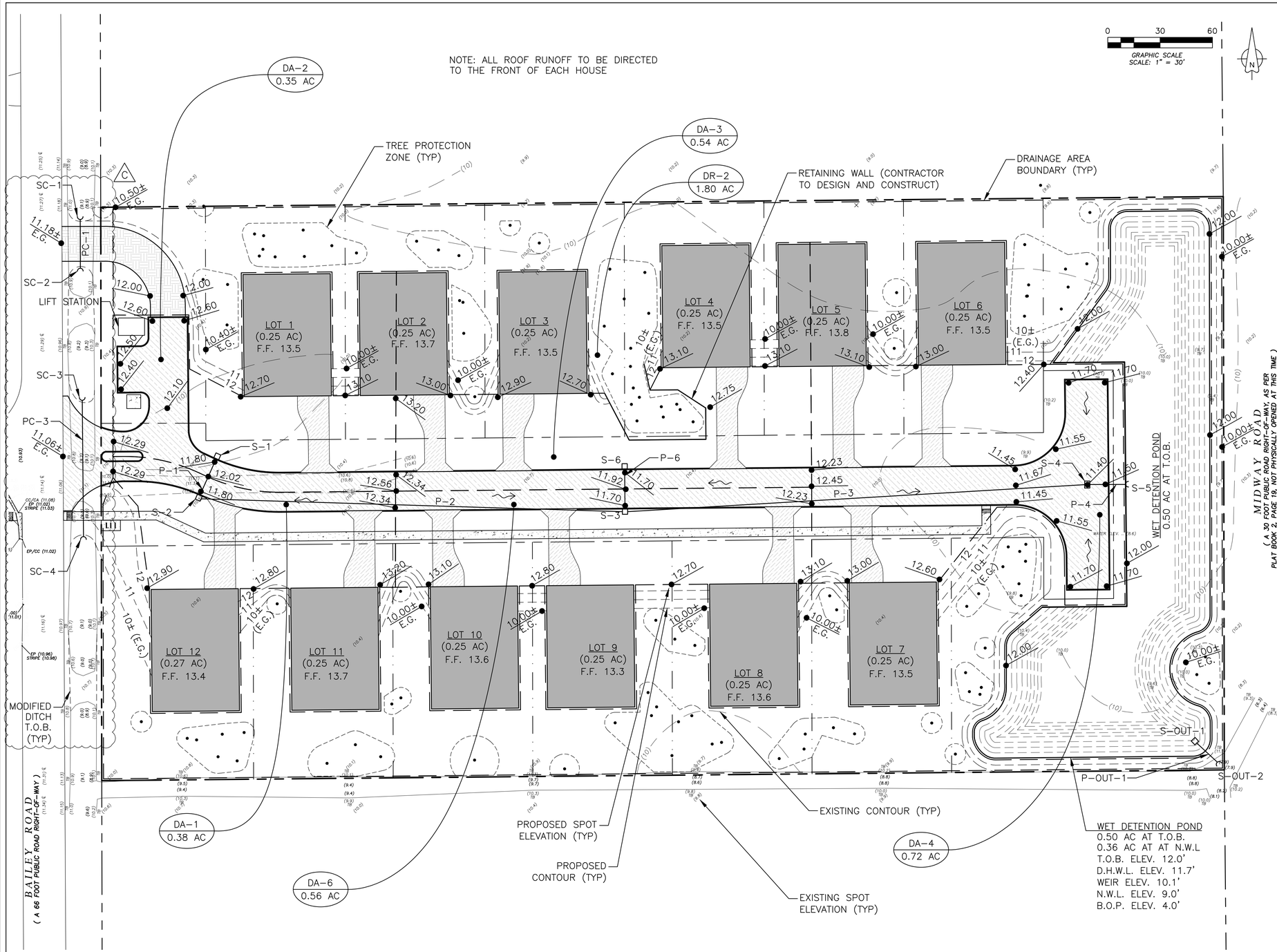

PIPE TABLE					
NAME	FROM	TO	SIZE	LENGTH	MATERIAL
P-1	S-1	S-2	18"	23'	HDPE
P-2	S-2	S-3	18"	242'	HDPE
P-3	S-3	S-4	36"	262'	HDPE
P-4	S-4	S-5	36"	21'	HDPE
P-6	S-6	S-3	24"	23'	HDPE
PC-1	SC-1	SC-2	18"	28'	RCP
PC-3	SC-3	SC-4	18"	78'	RCP
P-OUT-1	S-OUT-1	S-OUT-2	18"	16'	HDPE

STRUCTURE TABLE							
NAME	TYPE	TOP/INLET ELEV.	INVERT ELEVATION				DRAINAGE AREA (AC)
			N	S	E	W	
S-1	CURB INLET	11.80	8.05	–	–	–	0.38
S-2	CURB INLET	11.80	–	7.99	7.49	–	0.35
S-3	CURB INLET	11.70	–	7.36	6.36	7.07	0.54
S-4	CURB INLET	11.40	–	–	4.27	6.02	0.72
S-5	MES	–	–	–	–	4.25	–
S-6	CURB INLET	11.70	7.42	–	–	–	0.56
SC-1	MES	–	–	9.00	–	–	–
SC-2	MES	–	8.90	–	–	–	–
SC-3	MES	–	–	9.10	–	–	–
SC-4	MES	–	8.90	–	–	–	–
S-OUT-1	MOD. TYPE E INLET	11.70	–	9.00	–	–	–
S-OUT-2	MES	–	8.90	–	–	–	–

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DRAINAGE PLAN

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DR-1 (B)

Project No. 21-10-36

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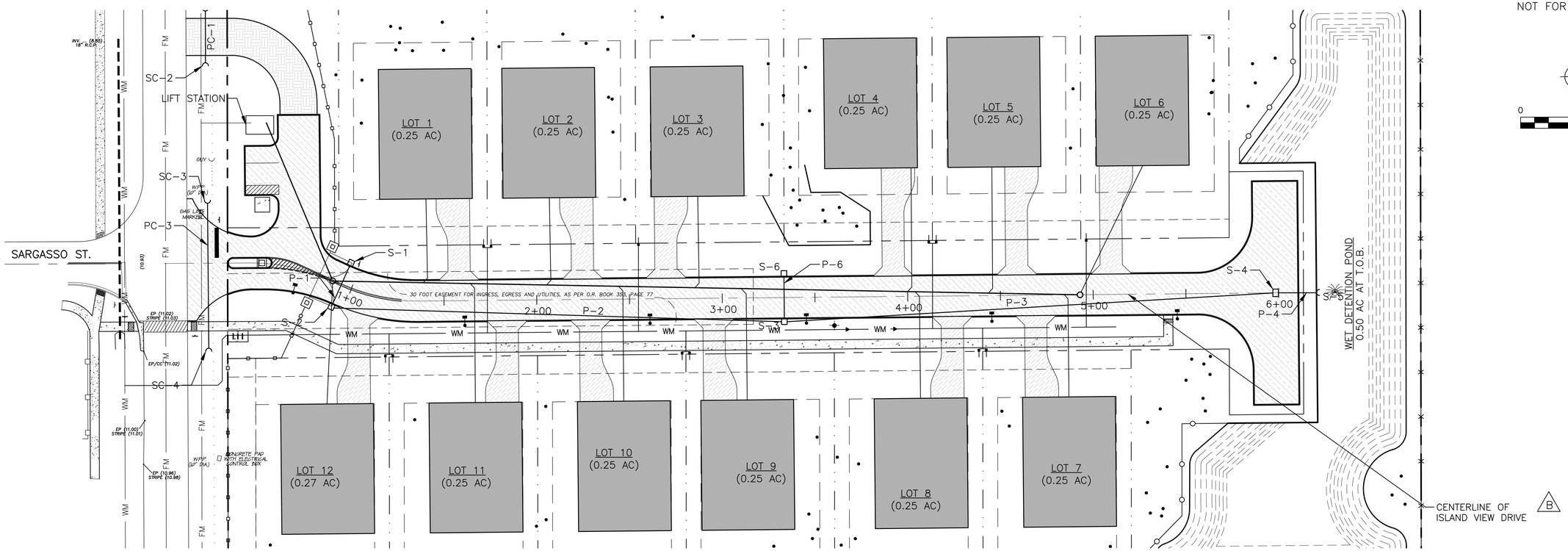

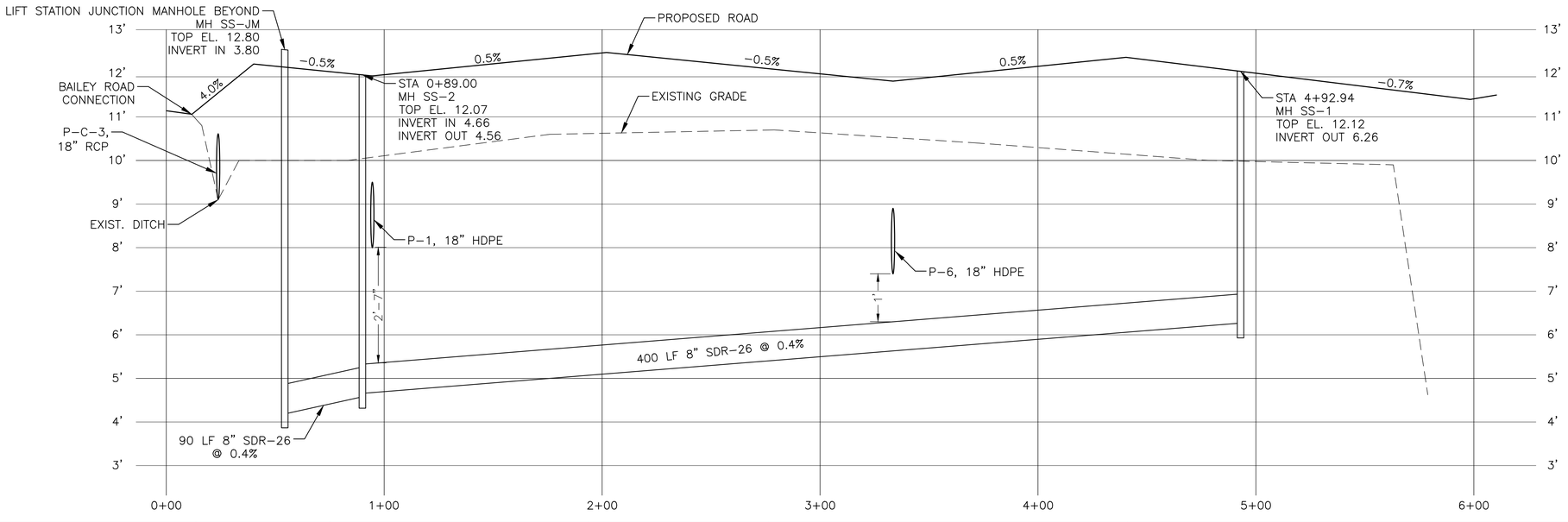

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ISLAND VIEW SUBDIVISION

ISLAND VIEW DRIVE (B)
PLAN AND PROFILE

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PP-1

Project No. 21-10-36

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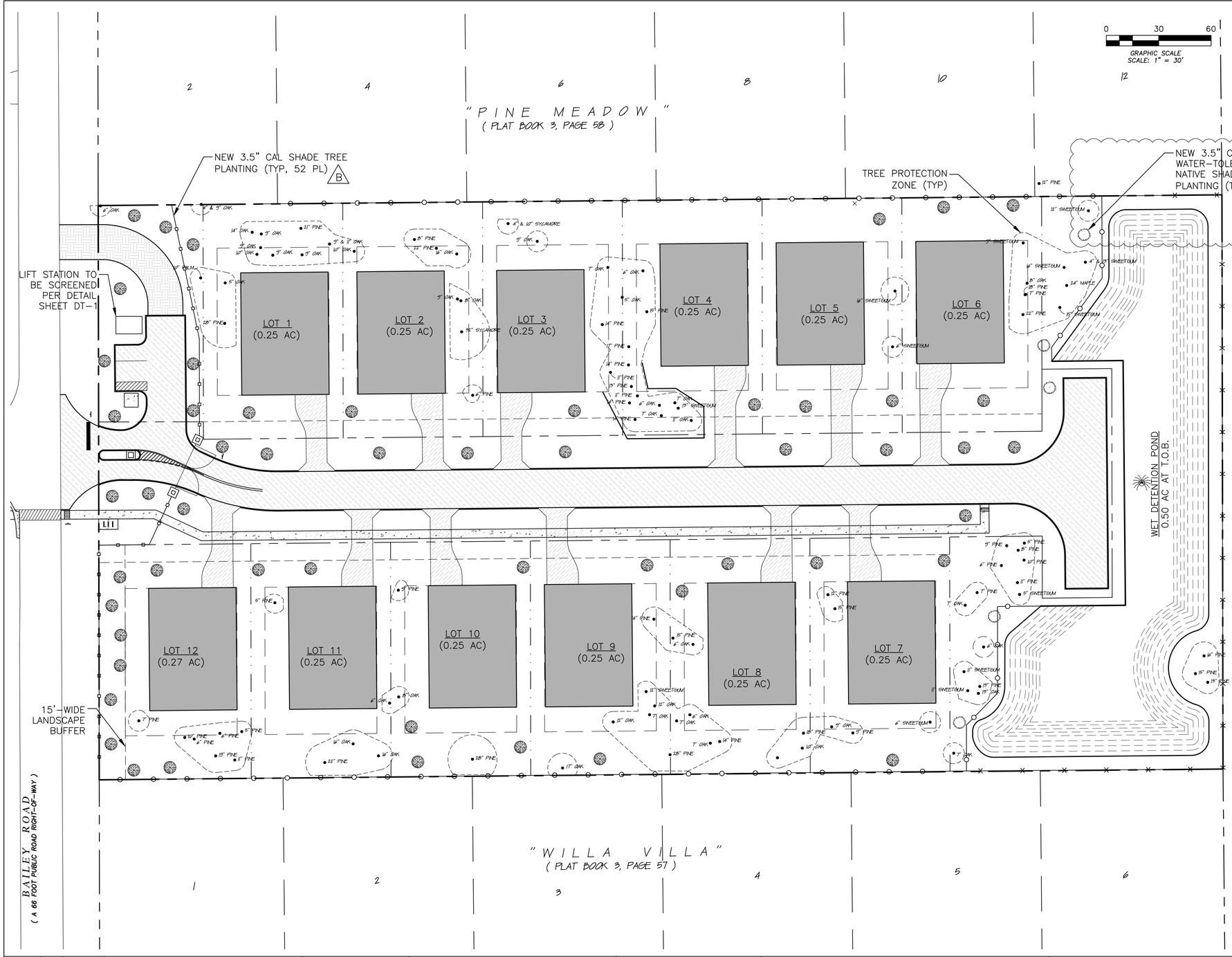


LANDSCAPE NOTES

BUFFERS
NORTH & SOUTH: NC RS-2
REQUIRED BUFFER: NONE

EAST: RS-1
REQUIRED BUFFER: NONE

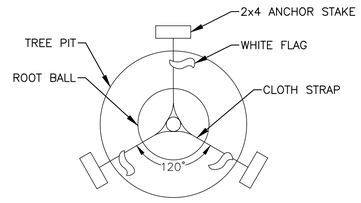
WEST: RLM
REQUIRED BUFFER: NONE

SINGLE-FAMILY LOTS
REQUIRED TREES: 1 SHADE TREE/2,500 SF = 5 SHADE TREES
PROPOSED TREES: PRESERVE EXISTING TREES AND PLANT NEW SHADE TREES AS SHOWN

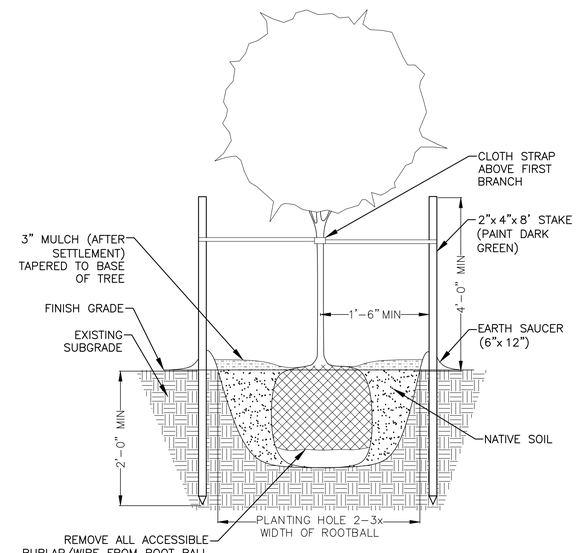
B

STREET TREES
REQUIRED TREES: 1 SHADE TREE/50 FT = 24 SHADE TREES
PROPOSED TREES: 24 NEW SHADE TREES IN R.O.W. AND BUFFERS

DETENTION POND
REQUIRED TREES: 1 TREE/50 LF = 19 TREES
PROPOSED TREES: PRESERVE 14 TREES W/I 20' OF T.O.B. AND PLANT 5 NEW TREES
(SEE POND LANDSCAPING DETAIL SHEET DT-1) C



DETAIL 1
TREE STAKING PLAN



DETAIL 2
TREE PLANTING ELEVATION

No.	By	Date	Revision
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LANDSCAPE PLAN

REGISTERED DESIGN PROFESSIONAL
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Page 8 of 14
Project No. 21-10-36

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EXISTING TREE LEGEND		
SYMBOL	DESCRIPTION	QTY.
X	TREE TO BE REMOVED	444
•	TREE TO REMAIN	121

PROPOSED MITIGATION	
PREDEVELOPED PROTECTED TOTAL (DBH):	3,494
REQUIRED PRESERVATION (50% DBH):	1,747
PRESERVED TOTAL (DBH):	1,349
DEFICIT (DBH):	398
PROPOSED PLANTINGS (3.5" SHADE TREES):	57
PROPOSED PLANTINGS (DBH):	199.5
DBH MITIGATED THROUGH CITY TREE REPLACEMENT FUND:	199
PROPOSED MITIGATION (DBH):	398.5

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ISLAND VIEW SUBDIVISION

TREE MITIGATION PLAN

REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22
Sheet TM-1

Project No. 21-10-36

NOT FOR CONSTRUCTION

TREE MITIGATION DATA

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
664	Pond P	29	4	0	N	0
665	Pond P	7	3	7	N	0
666	Pond P	7	2	7	Y	7
667	Pond P	5	4	0	N	0
668	Pond P	5	4	0	N	0
669	Pond P	7	3	7	Y	7
670	Pond P	14	1	14	N	0
671	Pond P	15	4	0	N	0
672	Pond P	21	1	21	Y	21
673	Pond P	18	4	0	N	0
674	Pond P	10	2	10	N	0
675	Pond P	11	2	11	N	0
676	Pond P	8	4	0	N	0
677	Pond P	22	1	22	Y	22
678	Pond P	8	1	8	Y	8
679	Pond P	7	2	7	N	0
680	Pond P	5	4	0	N	0
681	Pond P	8	1	8	Y	8
682	Pond P	6	3	6	N	0
683	Pond P	6	2	6	Y	6
684	Pond P	6	3	6	N	0
685	Pond P	8	3	8	N	0
686	Pond P	7	4	0	N	0
687	Pond P	9	1	9	Y	9
688	Pond P	5	4	0	N	0
688	Pond P	5	4	0	N	0
689	Pond P	5	1	5	N	0
690	Pond P	7	4	0	N	0
691	Pond P	5	1	5	N	0
692	Pond P	8	1	8	Y	8
693	Pond P	11	2	11	N	0
694	Pond P	11	2	11	N	0
695	Pond P	10	1	10	N	0
696	Pond P	6	4	0	N	0
696	Pond P	7	2	7	N	0
697	Pond P	10	3	10	N	0
698	Pond P	22	1	22	Y	22
699	Pond P	8	4	0	N	0
699	Pond P	16	4	0	N	0
700	Pond P	10	2	10	Y	10
701	Pond P	9	1	9	Y	9
702	Pond P	19	1	19	Y	19
703	Pond P	11	2	11	Y	11
704	Pond P	5	1	5	N	0
705	Pond P	28	4	0	N	0
706	Pond P	20	4	0	N	0
707	Pond P	20	1	20	N	0
708	Pond P	14	1	14	Y	14
709	Pond P	14	2	14	Y	14
710	Pond P	17	2	17	N	0
711	Pond P	12	2	12	N	0
712	Pond P	11	2	11	Y	11
713	Pond P	13	2	13	Y	13
714	Pond P	11	1	11	Y	11
715	Pond P	14	1	14	Y	14
716	Pond P	15	3	15	N	0
717	Pond P	15	2	15	N	0
718	Pond P	17	1	17	Y	17
719	Pond P	14	1	14	Y	14
720	Pond P	18	2	18	N	0
721	Pond P	17	4	0	N	0
722	Pond P	23	5	0	N	0
723	Pond P	13	4	0	N	0
724	Pond P	15	1	15	Y	15
725	Pond P	19	1	19	N	0
726	Pond P	15	2	15	N	0
727	Pond P	17	1	17	N	0
728	Pond P	17	4	0	N	0
729	Pond P	13	1	13	N	0
730	Pond P	22	4	0	N	0
731	Pond P	16	4	0	N	0

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
732	Pond P	23	1	23	N	0
733	Pond P	16	2	16	N	0
734	Pond P	13	4	0	N	0
735	Pond P	20	1	20	N	0
736	Pond P	19	2	19	N	0
737	Pond P	12	4	0	N	0
738	Pond P	13	1	13	N	0
739	Pond P	22	1	22	N	0
740	Pond P	21	4	0	N	0
741	Pond P	16	2	16	N	0
742	Pond P	11	4	0	N	0
743	Pond P	12	4	0	Y	0
744	Pond P	10	3	10	N	0
745	Pond P	15	4	0	N	0
746	Pond P	9	4	0	N	0
746	Pond P	12	4	0	N	0
747	Pond P	18	1	18	N	0
748	Pond P	13	1	13	N	0
750	Pond P	13	1	13	N	0
751	Pond P	18	4	0	N	0
752	Pond P	15	1	15	Y	15
753	Pond P	14	4	0	N	0
754	Pond P	14	3	14	Y	14
755	Pond P	13	4	0	N	0
757	Pond P	21	4	0	N	0
757	Pond P	24	4	0	N	0
758	Pond P	20	1	20	N	0
759	Pond P	10	4	0	N	0
760	Pond P	16	1	16	N	0
762	Pond P	14	4	0	N	0
763	Pond P	11	2	11	N	0
764	Pond P	17	1	17	N	0
765	Pond P	19	4	0	N	0
766	Pond P	11	2	11	N	0
767	Pond P	12	1	12	Y	12
768	Pond P	13	4	0	N	0
768	Pond P	9	4	0	N	0
769	Pond P	15	2	15	Y	15
770	Pond P	23	4	0	N	0
771	Pond P	14	4	0	N	0
772	Pond P	16	4	0	N	0
773	Pond P	22	4	0	N	0
774	Pond P	14	1	14	N	0
775	Pond P	15	1	15	Y	15
776	Pond P	12	1	12	Y	12
777	Pond P	12	4	0	N	0
778	Pond P	20	1	20	N	0
779	Pond P	19	2	19	N	0
780	Pond P	9	4	0	N	0
780	Pond P	13	4	0	N	0
781	Pond P	15	1	15	N	0
782	Pond P	13	4	0	N	0
783	Pond P	9	4	0	N	0
784	Pond P	18	2	18	N	0
785	Pond P	14	4	0	N	0
786	Pond P	12	4	0	N	0
787	Pond P	14	4	0	N	0
788	Pond P	12	1	12	Y	12
789	Pond P	16	1	16	N	0
790	Pond P	17	4	0	N	0
791	Pond P	15	2	15	N	0
792	Pond P	15	1	15	N	0
793	Pond P	15	2	15	N	0
794	Pond P	13	4	0	N	0
795	Pond P	20	3	20	N	0
796	Pond P	7	3	7	Y	7
797	Pond P	9	1	9	N	0
798	Pond P	10	1	10	N	0
799	Pond P	5	1	5	N	0
800	Pond P	8	2	8	N	0
801	Pond P	7	2	7	N	0

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
802	Pond P	11	1	11	N	0
803	Pond P	9	4	0	N	0
804	Pond P	11	1	11	Y	11
805	Pond P	5	4	0	N	0
805	Pond P	6	4	0	N	0
806	Pond P	6	1	6	Y	6
807	Pond P	10	1	10	Y	10
808	Pond P	8	3	8	Y	8
809	Pond P	8	1	8	Y	8
810	Pond P	5	1	5	Y	5
811	Pond P	9	1	9	Y	9
812	Pond P	7	1	7	Y	7
813	Pond P	8	1	8	N	0
814	Pond P	8	1	8	N	0
815	Pond P	7	4	0	N	0
816	Pond P	6	1	6	N	0
817	Pond P	6	4	0	N	0
818	Pond P	7	1	7	N	0
819	Pond P	10	1	10	N	0
820	Pond P	8	1	8	N	0
821	Pond P	9	4	0	N	0
822	Pond P	13	4	0	N	0
823	Pond P	17	1	17	N	0
824	Pond P	12	1	12	N	0
825	Pond P	21	4	0	N	0
826	Pond P	17	1	17	N	0
827	Pond P	24	1	24	N	0
828	Pond P	15	3	15	N	0
829	Pond P	15	1	15	Y	15
830	Pond P	13	3	13	Y	13
831	Pond P	16	2	16	Y	16
832	Pond P	22	4	0	N	0
833	Pond P	22	1	22	Y	22
834	Pond P	8	4	0	N	0
835	Pond P	19	2	19	N	0
836	Pond P	12	2	12	Y	12
837	Pond P	18	1	18	Y	18
838	Pond P	12	4	0	N	0
838	Pond P	15	4	0	N	0
839	Pond P	28	2	28	Y	28
840	Pond P	5	1	5	Y	5
841	Pond P	5	2	5	Y	5
842	Pond P	6	4	0	N	0
843	Pond P	7	1	7	Y	7
844	Pond P	6	1	6	Y	6
845	Pond P	6	1	6	Y	6
846	Pond P	5	1	5	N	0
847	Pond P	6	4	0	N	0
848	Pond P	6	3	6	Y	6
849	Pond P	7	4	0	N	0
850	Pond P	8	1	8	N	0
851	Pond P	7	1	7	N	0
852	Pond P	6	4	0	N	0
853	Pond P	28	1	28	Y	28
854	Pond P	14	1	14	Y	14
855	Pond P	14	4	0	N	0
856	Pond P	10	4	0	N	0
857	Pond P	19	1	19	N	0
858	Pond P	9	5	0	N	0
859	Pond P	14	1	14	Y	14
860	Pond P	28	1	28	Y	28
861	Pond P	18	1	18	Y	18
862	Pond P	9	2	9	Y	9
863	Pond P	22	2	22	N	0
864	Pond P	24	4	0	N	0
865	Pond P	24	4	0	N	0
866	Pond P	16	4	0	N	0
867	Pond P	19	5	0	N	0
867	Pond P	16	5	0	N	0
868	Pond P	20	4	0	N	0
869	Pond P	15	4	0	N	0

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
871	Pond P	22	2	22	N	0
872	Pond P	29	4	0	N	0
873	Pond P	19	2	19	N	0
874	Pond P	22	3	22	N	0
876	CAM	48	5	0	N	0
877	MAG	6	4	0	N	0
877	MAG	5	4	0	N	0
877	MAG	4	4	0	N	0
6060	WO	8	4	0	N	0
6061	WO	10	4	0	N	0
6087	WO	14	4	0	N	0
6155	WO	4	4	0	N	0
6155	WO	9	2	9	Y	9
6164	SABAL	10	1	10	Y	10
6167	WO	4	5	0	N	0
6167	WO	14	2	14	N	0
6168	RED TIP	2	5	0	N	0
6168	RED TIP	4	5	0	N	0
6168	RED TIP	6	5	0	N	0
6169	WO	10	1	10	N	0
6170	SABAL	18	1	18	N	0
6190	CHY	11	4	0	N	0
6191	LAU	11	2	11	N	0
6192	CAM	14	4	0	N	0
6202	CAM	9	2	0	N	0
6203	WO	14	2	14	Y	14
6204	CAM	9	4	0	N	0
6205	WO	9	4	0	N	0
6206	WO	10	4	0	N	0
6207	WO	9	4	0	N	0
6208	WO	5	4	0	N	0
6208	WO	9	4	0	N	0
6209	WO	9	3	9	Y	9
6209	WO	11	3	11	Y	11
6210	WO	10	2	10	Y	10
6214	WO	13	4	0	N	0
6226	WO	16	3	16	Y	16
6227	WO	16	2	16	Y	16
6228	WO	8	1	8	Y	8
6229	WO	9	4	0	N	0
6233	CAM	20	5	0	N	0
6234	CHY	7	4	0	N	0
6234	CHY	7	4	0	N	0
6236	LAU	38	4	0	N	0
6237	WO	14	4	0	N	0
6238	WO	3	4	0	N	0
6238	WO	8	4	0	N	0
6238	WO	9	4	0	N	0
6239	WO	9	2	9	N	0
6240	WO	13	3	13	N	0
6241	WO	5	5	0	N	0
6241	WO	10	3	10	N	0
6255	SYC	4	5	0	N	0
6255	SYC	10	1	10	Y	10
6256	WO	9	3	9	Y	9
6257	WO	16	3	16	Y	16
6258	WO	12	2	12	N	0
6259	SYC	32	1	32	Y	32
6260	WO	14	4	0	N	0
6261	WO	12	2	12	N	0
6273	WO	17	2	17	Y	17
6275	WO	9	4	0	N	0
6275	WO	16	3	16	N	0
6276	WO	12	5	0	N	0
6276	WO	14	5	0	N	0
6277	WO	20	4	0	N	0
6278	WO	8	3	8	N	0
6279	WO	8	1	8	N	0
6297	WO	11	1	11	Y	11
6298	SG	13	3	13	Y	13
6299	WO	9	1	9	N	0

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
6300	WO	9	2	9	N	0
6301	WO	8	3	8	N	0
6302	WO	9	2	9	N	0
6303	WO	12	2	12	N	0
6304	WO	12	4	0	N	0
6305	WO	9	2	9	N	0
6306	WO	12	2	12	N	0
6307	WO	8	1	8	N	0
6308	SG	12	1	12	Y	12
6309	WO	12	1	12	Y	12
6310	WO	11	1	11	N	0
6311	WO	12	3	12	Y	12
6312	WO	4	4	0	N	0
6312	WO	6	4	0	N	0
6313	SG	15	1	15	N	0
6314	SG	12	2	12	Y	12
6315	WO	8	4	0	N	0
6316	WO	8	4	0	N	0
6320	WO	14	4	0	N	0
6321	CHY	10	4	0	N	0
6322	SG	16	2	16	Y	16
6323	SG	10	1	10	N	0
6324	WO	16	3	16	N	0
6325	SG	8	4	0	N	0
6327	SG	10	1	10	N	0
6328	WO	10	4	0	N	0
6329	WO	10	2	10	N	0
6330	WO	8	4	0	N	0
6331	SG	10	1	10	N	0
6332	SG	13	1	13	N	0
6334	SG	10	2	10	N	0
6335	SG	16	2	16	Y	16
6336	SG	17	2	17	N	0
6337	SG	10	2	10	N	0
6338	MA	13	3	13	N	0
6339	WO	13	3	13	N	0
6340	SG	11	3	11	N	0
6341	WO	8	2	8	N	0
6342	SG	7	4	0	N	0
6342	SG	10	4	0	N	0
6343	WO	9	4	0	N	0
6345	WO	7	3	7	N	0
6345	WO	3	4	0	N	0
6355	WO	10	2	10	Y	10
6356	SG	9	2	9	N	0
6357	WO	9	3	9	Y	9
6358	SG	10	3	10	N	0
6359	SG	10	3	10	N	0
6360	SG	8	1	8	N	0
6361	WO	8	4	0	N	0
6361	WO	13	4	0	N	0
6362	WO	9	2	9	N	0
6363	MA	2	4	0	N	0
6363	MA	3	4	0	N	0
6363	MA	5	4	0	N	0
6363	MA	6	4	0	N	0
6364	SG	13	4	0	N	0
6365	SG	9	3	9	N	0
6366	WO	7	4	0	N	0
6366	WO	9	4	0	N	0
6367	WO	10	3	10	N	0
6368	WO	10	4	0	N	0
6369	MA	11	3	11	Y	11
6370	SG	11	1	11	Y	11
6371	WO	13	2	13	Y	13
6372	WO	12	3	12	N	0
6373	WO	11	1	11	N	0
6374	WO	10	1	10	N	0
6375	WO	9	3	9	N	0
6384	SG	12	2	12	Y	12
6385	SG	9	1	9	Y	9

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	07/14/22	REVISED PER C.O.F.B. & NASSAU COUNTY COMMENTS
B	EC	05/23/22	REVISED PER C.O.F.B. COMMENTS
A	EC	03/01/22	ISSUE FOR C.O.F.B. REVIEW

Scale: NONE

Project Mgr: AG

Designed by: AG/EC

Drawn by: EC/AG

QA/QC: NG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

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G & A
GILLETTE & ASSOCIATES, INC
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ARTISAN HOMES LLC

2754 BAILEY ROAD
FERNANDINA BEACH, FLORIDA

ISLAND VIEW SUBDIVISION

TREE MITIGATION DATA

REGISTERED DESIGN PROFESSIONAL

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22

Sheet TM-2 B

Project No. 21-10-36

NOT FOR CONSTRUCTION

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
6386	SG	11	2	11	N	0
6387	SG	4	4	0	N	0
6387	SG	13	1	13	Y	13
6388	SG	16	1	16	Y	16
6389	MA	24	3	24	Y	24
6390	SG	15	1	15	Y	15
6391	WO	6	4	0	N	0
6391	WO	9	4	0	N	0
6392	WO	8	3	8	Y	8
6393	WO	9	5	0	N	0
6394	WO	9	4	0	N	0
6396	WO	11	1	11	N	0
6397	SG	12	2	12	N	0
6398	WO	8	4	0	N	0
6399	SG	4	4	0	N	0
6399	SG	9	3	9	N	0
6400	SG	13	2	13	N	0
6401	SG	8	1	8	N	0
6402	WO	29	2	29	N	0
6403	SG	9	1	9	N	0
6404	SG	14	2	14	N	0
6405	SG	12	1	12	N	0
6406	SG	12	1	12	N	0
6407	SG	9	2	9	N	0
6408	SG	8	4	0	N	0
6408	SG	10	3	10	N	0
6409	WO	13	3	13	N	0
6410	WO	8	4	0	N	0
6481	WO	9	4	0	N	0
6482	WO	8	1	8	N	0
6491	WO	5	5	0	N	0
6492	LAU	5	5	0	N	0
6493	LAU	6	5	0	N	0
6493	LAU	8	5	0	N	0
6494	WO	5	2	5	N	0
6495	WO	3	2	3	N	0
6496	WO	5	1	5	N	0
6497	WAX M	4	5	0	N	0
6497	WAX M	5	5	0	N	0
6499	WO	5	3	5	N	0
6500	WO	5	1	5	N	0
6501	WO	7	2	7	N	0
6502	CAM	7	5	0	N	0
6503	WO	5	1	5	Y	5
6504	WO	7	4	0	N	0
6505	LAU	5	4	0	N	0
6506	LAU	6	4	0	N	0
6506	LAU	6	4	0	N	0
6507	WO	7	4	0	N	0
6508	WO	6	1	6	Y	6
6509	LAU	7	4	0	N	0
6510	WO	5	5	0	N	0
6511	WO	9	2	9	Y	9
6512	CHY	9	3	9	Y	9
6513	WO	8	2	8	Y	8
6514	WO	6	1	6	Y	6
6515	WO	3	4	0	N	0
6515	WO	6	4	0	N	0
6516	WO	5	4	0	N	0
6516	WO	6	4	0	N	0
6517	WO	5	4	0	N	0
6517	WO	5	4	0	N	0
6518	WO	6	4	0	N	0
6519	WO	2	4	0	N	0
6519	WO	2	4	0	N	0
6519	WO	5	4	0	N	0
6520	WO	7	2	7	N	0
6521	WO	7	3	7	N	0
6522	WO	8	4	0	N	0
6523	WO	6	3	6	Y	6
6524	WO	7	2	7	Y	7

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
6525	WO	5	2	5	N	0
6526	WO	7	1	7	N	0
6527	WO	5	4	0	N	0
6527	WO	7	4	0	N	0
6529	WO	7	2	7	N	0
6530	WO	7	1	7	N	0
6531	WO	7	1	7	N	0
6532	WO	6	4	0	N	0
6533	WO	7	2	7	N	0
6534	WO	5	3	5	N	0
6535	WO	7	4	0	N	0
6536	WO	5	3	5	N	0
6539	CAM	7	5	0	N	0
6539	CAM	9	5	0	N	0
6541	WO	7	1	7	Y	7
6542	WO	7	2	7	Y	7
6543	WO	6	2	6	Y	6
6544	WO	7	4	0	N	0
6545	WO	7	1	7	Y	7
6546	SG	5	4	0	N	0
6547	WO	6	3	6	Y	6
6548	SG	7	5	0	N	0
6549	WO	6	2	6	N	0
6550	SG	4	4	0	N	0
6550	SG	7	2	7	N	0
6551	WO	6	4	0	N	0
6552	WO	6	4	0	N	0
6553	WO	5	4	0	N	0
6554	WO	5	4	0	N	0
6555	WO	5	1	5	N	0
6556	WO	5	1	5	N	0
6557	WO	7	2	7	N	0
6558	WO	6	3	6	N	0
6559	WO	6	4	0	N	0
6560	WO	5	4	0	N	0
6561	WO	5	3	5	N	0
6562	MA	5	3	5	N	0
6563	SG	5	3	5	Y	5
6564	SG	5	3	5	N	0
6565	WO	6	4	0	N	0
6566	SG	7	3	7	N	0
6567	SG	7	1	7	N	0
6568	MA	6	1	6	N	0
6569	SG	7	2	7	N	0
6570	SG	5	1	5	N	0
6571	SG	5	1	5	N	0
6572	WO	4	4	0	N	0
6572	SG	7	3	7	N	0
6573	SG	6	3	6	N	0
6574	WO	6	3	6	N	0
6577	WO	5	4	0	N	0
6578	WO	6	3	6	Y	6
6579	WO	7	1	7	Y	7
6580	WO	7	1	7	N	0
6581	WO	6	2	6	N	0
6582	WO	6	2	6	N	0
6583	WO	5	3	5	N	0
6584	WO	6	4	0	N	0
6585	WO	5	3	5	Y	5
6586	WO	7	1	7	Y	7
6587	CHY	7	4	0	N	0
6588	WO	7	4	0	N	0
6589	WO	6	4	0	N	0
6590	WO	5	4	0	N	0
6591	WO	6	2	6	Y	6
6592	WO	5	2	5	N	0
6593	WO	6	2	6	N	0
6594	WO	5	3	5	N	0
6595	WO	7	1	7	Y	7
6596	WO	6	4	0	N	0
6597	WO	6	4	0	N	0

TREE MITIGATION DATA CONTINUED

TREE ID	SPECIES	DBH	HEALTH STATUS	PROTECTED DBH	RETAINED? (Y/N)	RETAINED DBH
6598	SG	5	3	5	N	0
6599	SG	7	1	7	Y	7
6601	WO	5	4	0	N	0
6602	SG	6	1	6	Y	6
6603	SG	6	4	0	N	0
6604	WO	7	3	7	N	0
6605	WO	6	2	6	N	0
6606	WO	7	2	7	N	0
6607	WO	7	1	7	N	0
6608	WO	5	3	5	N	0
6609	WO	5	4	0	N	0
6610	WO	7	4	0	N	0
6611	WO	5	4	0	N	0
6612	MA	5	1	5	Y	5
6613	WO	6	4	0	N	0
6614	WO	5	2	5	N	0
6615	WO	6	4	0	N	0
6616	SG	6	1	6	Y	6
6617	WO	7	2	7	Y	7
6618	SG	6	1	6	N	0
6619	WO	4	4	0	N	0
6619	WO	5	4	0	N	0
6620	WO	7	4	0	N	0
6621	WO	6	1	6	Y	6
6622	WO	7	1	7	Y	7
6623	WO	5	2	5	N	0
6624	WO	7	3	7	N	0
6625	WO	5	2	5	N	0
6626	WO	6	4	0	N	0
6627	WO	5	4	0	N	0
6628	WO	5	4	0	N	0
6629	WO	6	4	0	N	0
6630	WO	7	4	0	N	0
6631	WO	7	2	7	N	0
6632	WO	5	1	5	N	0
6633	SG	5	1	5	Y	5
6634	WO	5	1	5	N	0
6635	MA	6	1	6	N	0
6636	MA	6	1	6	N	0
6637	WO	5	4	0	N	0
6638	SG	5	1	5	N	0
6640	WO	6	2	6	N	0
6641	WO	5	4	0	N	0
6641	WO	5	4	0	N	0
6642	WO	6	1	6	N	0
6643	MA	5	4	0	N	0
6643	MA	6	4	0	N	0
6643	MA	7	4	0	N	0
6644	SG	7	1	7	N	0
6645	WO	4	4	0	N	0
6645	WO	6	4	0	N	0
6646	SG	6	1	6	N	0
6647	WO	7	4	0	N	0
6648	WO	7	4	0	N	0
6649	WAX M	6	5	0	N	0
6650	WO	5	4	0	N	0
6651	SG	5	1	5	N	0
6652	SG	5	1	5	N	0
6653	SG	6	1	6	N	0
6654	MA	5	4	0	N	0
6655	SG	6	1	6	N	0
6656	SG	5	4	0	N	0
6657	WO	5	4	0	N	0
6658	CHY	7	2	7	N	0
6659	WO	7	1	7	N	0
6661	SG	6	1	6	N	0
6662	MA	6	3	6	N	0
6663	WO	6	4	0	N	0
PREDEVELOPED PROTECTED TOTAL:				3494		
PRESERVED TOTAL:						1349
REQUIRED PRESERVATION (50%):				1747		
DEFICIT:				398		

HEALTH STATUS CODES

STATUS CODE	MITIGABLE? (Y/N)	HEALTH STATUS
1	Y	NO APPARENT DEFECT
2	Y	MINOR DEFECT
3	Y	COULD KEEP TREE BUT HAS DEFECTS
4	N	POOR HEALTH AND SUGGEST REMOVAL
5	N	SEVERE DEFECT AND SHOULD BE REMOVED

EXISTING TREE LEGEND

SYMBOL	DESCRIPTION	QTY.
LAU	LAUREL OAK	9
WO	WATER OAK	221
MA	MAPLE	17
MAG	MAGNOLIA	3
SG	SWEETGUM	72
Pond P	POND PINE	217
CHY	CHERRY	7
SABAL	SABAL PALM	2
CAM	CAMPHOR	8
SYC	SYCAMOR	3
RED TIP	RED TIP SHRUB	3
WAX M	WAX MYRTLE	3
X	TREE TO BE REMOVED	444
•	TREE TO REMAIN	121

I, _____, am a certified arborist through the International Society of Arboriculture and my certification number is _____. I hereby attest that I have approved this tree protection and/or replacement plan. This includes not only the evaluation of individual trees, but also review of the complete construction plan set and the techniques that will be utilized to mitigate impacts to protected trees. Further, I attest that best practices, as supported by the International Society of Arboriculture, are being implemented to avoid and mitigate impacts to protected trees.

Signed,

_____

PROPOSED MITIGATION

PREDEVELOPED PROTECTED TOTAL (DBH):	3,494
REQUIRED PRESERVATION (50% DBH):	1,747
PRESERVED TOTAL (DBH):	1,349
DEFICIT (DBH):	398
PROPOSED PLANTINGS (3.5" SHADE TREES):	57
PROPOSED PLANTINGS (DBH):	199.5
DBH MITIGATED THROUGH CITY TREE REPLACEMENT FUND:	199
PROPOSED MITIGATION (DBH):	398.5

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	07/14/22	REVISED PER C.O.F.B. & NASSAU COUNTY COMMENTS
B	EC	05/23/22	REVISED PER C.O.F.B. COMMENTS
A	EC	03/01/22	ISSUE FOR C.O.F.B. REVIEW

Scale: NONE
Project Mgr: AG
Designed by: AG/EC
Drawn by: EC/AG
QA/QC: NG

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ISLAND VIEW SUBDIVISION

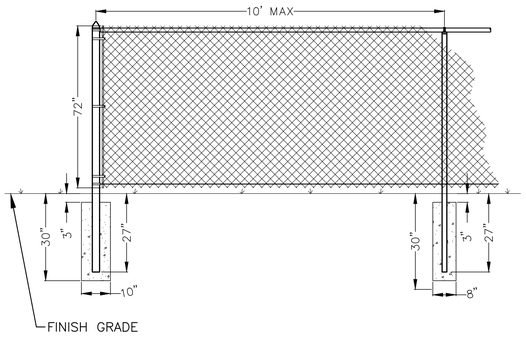
TREE MITIGATION DATA

REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22

Project No. 21-10-36

NOT FOR CONSTRUCTION



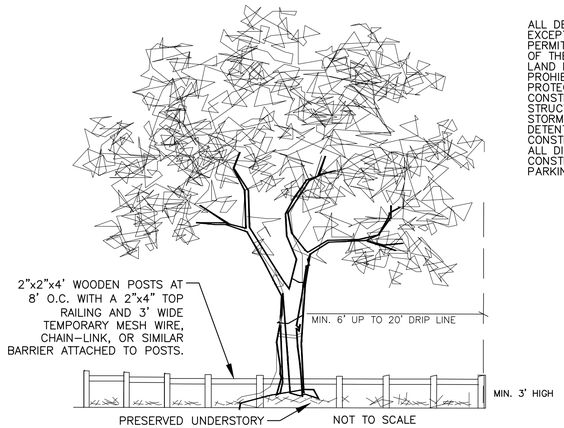
FENCE DETAIL

BARRIER TO BE PLACED AROUND TREE SHALL BE PLACED AROUND TREE PROTECTION ZONE AND BE CONSISTENT WITH SPECIFICATIONS DEFINED IN SECTION 4.05.14(E) OF THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE.

UNLESS NOTED OTHERWISE, THE TREE PROTECTION ZONE IS AT MINIMUM A CIRCULAR ZONE AROUND THE TREE TRUNK OF A RADIUS:

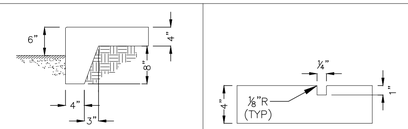
1) 6 FEET, IF THE DRIP LINE OF THE TREE IS LESS THAN 6 FEET FROM THE TRUNK OF THE TREE.
2) 6–20 FEET ENCOMPASSING THE FULL DRIP LINE OF THE TREE, IF THE DRIP LINE OF THE TREE IS BETWEEN 6 AD 20 FEET FROM THE TRUNK OF THE TREE.
3) 20 FEET, IF THE DRIP LINE OF THE TREE IS GREATER THAN 20 FEET FROM THE TRUNK OF THE TREE. 3" MULCH LAYER SHALL BE APPLIED TO THE REMAINING AREA BETWEEN THE TREE PROTECTION ZONE AND DRIP LINE.

SEE SHEET TM–1 FOR ISA–CERTIFIED ARBORIST APPROVED TREE PROTECTION ZONES.



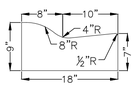
ALL DEVELOPMENT ACTIVITIES, EXCEPT THOSE SPECIFICALLY PERMITTED BY SECTION 4.05.14(F)(4) OF THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE, SHALL BE PROHIBITED WITHIN THE TREE PROTECTION ZONE, INCLUDING ANY CONSTRUCTION OF BUILDINGS, STRUCTURES, PAVING SURFACES, STORMWATER RETENTION OR DETENTION PONDS, AND TEMPORARY CONSTRUCTION ACTIVITIES, INCLUDING ALL DIGGING, STORAGE OF CONSTRUCTION MATERIAL, AND PARKING OF CONSTRUCTION VEHICLES.

TREE PROTECTION DETAIL

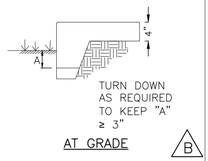


AT ASPHALT PAVEMENT

DUMMY JOINT



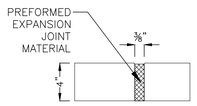
18" MIAMI CURB & GUTTER



AT GRADE

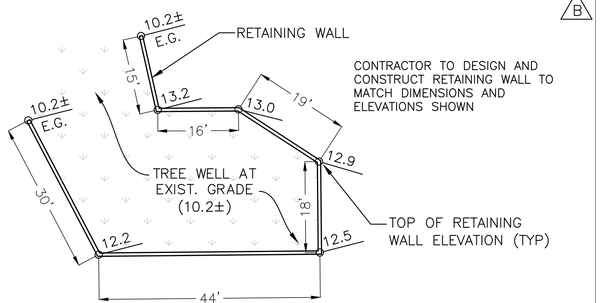
B

NOTE: SIDEWALK THROUGH EXISTING DRIVEWAYS TO BE 6" 3,000 PSI CONCRETE W/ 6x6xW1.4 WWM W/ TURNDOWN EDGE



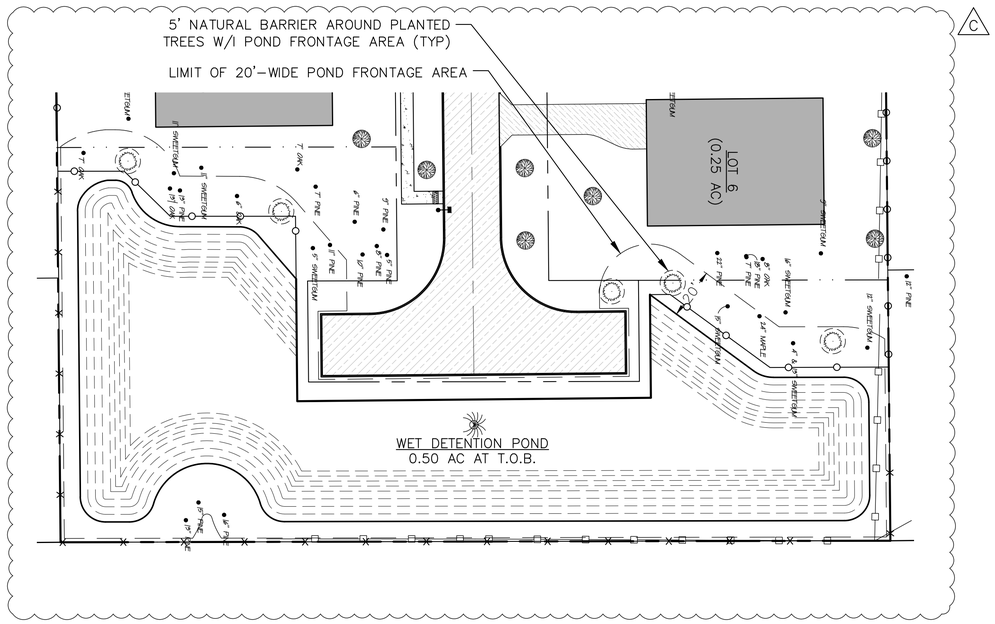
EXPANSION JOINT

CURB AND GUTTER DETAILS | SIDEWALK TURNDOWN DETAILS | SIDEWALK JOINT DETAILS



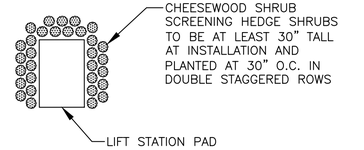
CONTRACTOR TO DESIGN AND CONSTRUCT RETAINING WALL TO MATCH DIMENSIONS AND ELEVATIONS SHOWN

TREE WELL RETAINING WALL PLAN

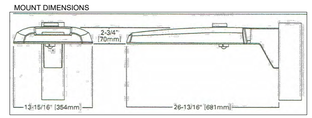


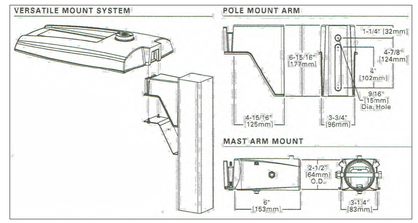
POND LANDSCAPING DETAIL

BAILEY ROAD R.O.W.



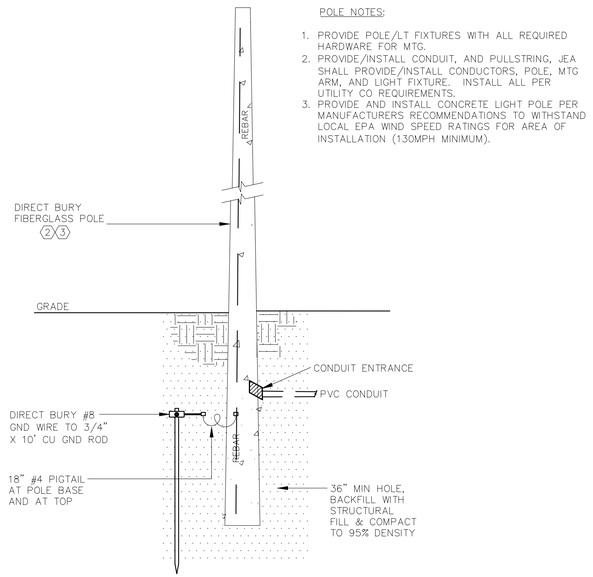
LIFT STATION SCREENING





POLE NOTES:

1. PROVIDE POLE/LT FIXTURES WITH ALL REQUIRED HARDWARE FOR MTG.
2. PROVIDE/INSTALL CONDUIT, AND PULLSTRING, JEA SHALL PROVIDE/INSTALL CONDUCTORS, POLE, MTG ARM, AND LIGHT FIXTURE. INSTALL ALL PER UTILITY CO REQUIREMENTS.
3. PROVIDE AND INSTALL CONCRETE LIGHT POLE PER MANUFACTURERS RECOMMENDATIONS TO WITHSTAND LOCAL EPA WIND SPEED RATINGS FOR AREA OF INSTALLATION (130MPH MINIMUM).



SITE LIGHTING DETAIL

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	07/14/22	REVISED PER C.O.F.B. & NASSAU COUNTY COMMENTS
B	EC	05/23/22	REVISED PER C.O.F.B. COMMENTS
A	EC	03/01/22	ISSUE FOR C.O.F.B. REVIEW

Scale:
Project Mgr: AG
Designed by: AG/EC
Drawn by: EC/AG
QA/QC: NG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

DO NOT SCALE THIS DRAWING – DIMENSIONS AND NOTES TAKE PREFERENCE. DRAWING IS REDUCED IF LESS THAN 22" x 34"

G & A
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PHONE: (904) 261-8819

ARTISAN HOMES LLC

2754 BAILEY ROAD
FERNANDINA BEACH, FLORIDA

ISLAND VIEW SUBDIVISION

MISCELLANEOUS DETAILS

REGISTERED DESIGN PROFESSIONAL

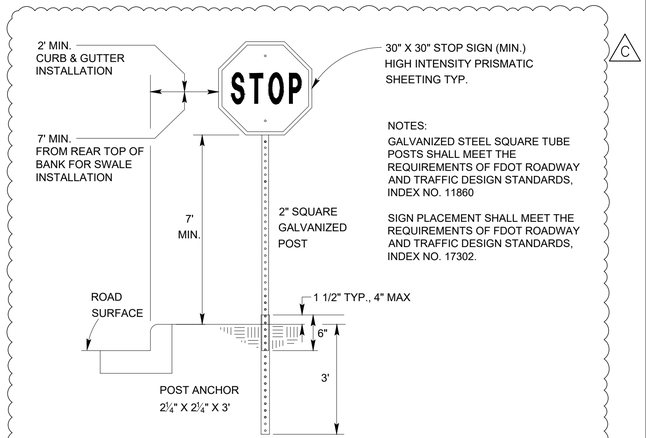
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22

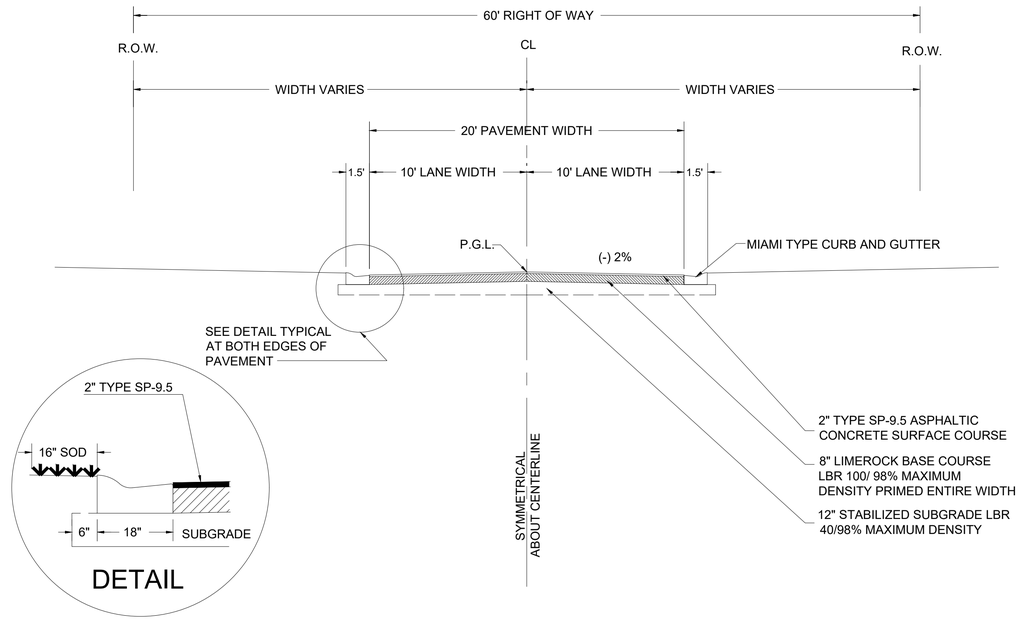
Sheet
DT–1

Project No. 21–10–36

NOT FOR CONSTRUCTION

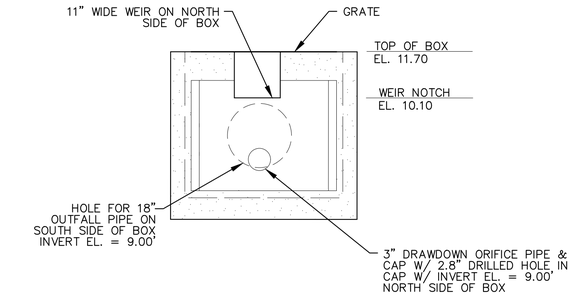


STOP SIGN DETAIL

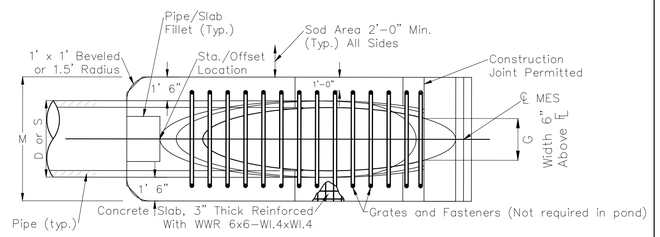


OPTIONAL BASE MATERIALS MAY BE ACCEPTABLE UPON APPROVAL BY THE CITY OF FERNANDINA BEACH

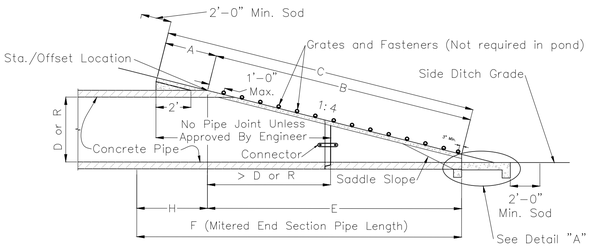
TYPICAL ROAD SECTION



DROP STRUCTURE DETAIL



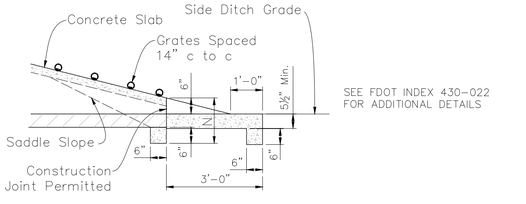
PLAN – SINGLE PIPE



ELEVATION

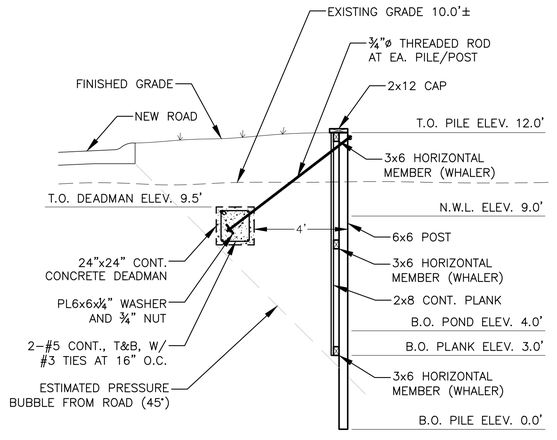
DIMENSIONS FOR SINGLE 24" CONCRETE PIPE												
DIA. D	X	A	B	C	E	F	G	H	M	N	3" CONC. SLAB (CY)	SODDING (SY)
24"	3'-5"	2.53'	7.18'*	9.71'	7.03'*	11'	1.73'	4.0'	5.50'	1.25'	1.02	10

*6.42' *6.25' DIMENSIONS PERMITTED TO ALLOW USE OF 8' STANDARD PIPE LENGTHS.

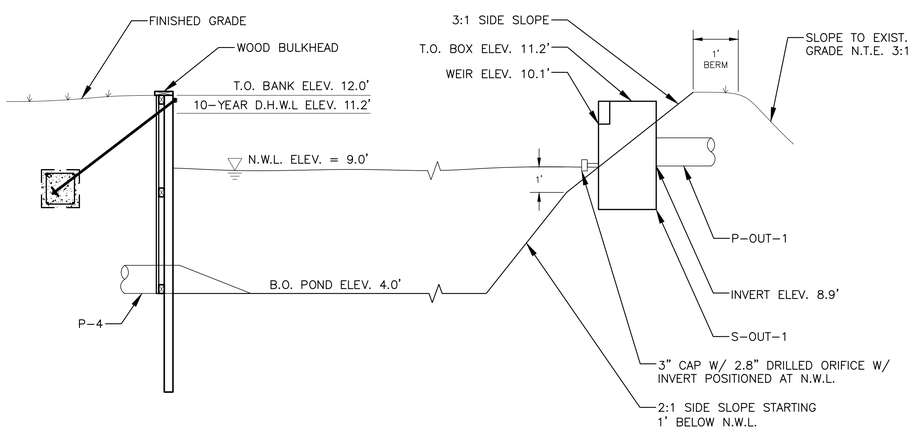


SEE FDOT INDEX 430-022 FOR ADDITIONAL DETAILS

DETAIL "A"



POND BULKHEAD DETAIL



E/W SECTION

POND DETAIL

MES DETAIL

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	07/14/22	REVISED PER C.O.F.B. & NASSAU COUNTY COMMENTS
B	EC	05/23/22	REVISED PER C.O.F.B. COMMENTS
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Project Mgr: AG
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Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

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ISLAND VIEW SUBDIVISION

MISCELLANEOUS DETAILS

REGISTERED DESIGN PROFESSIONAL

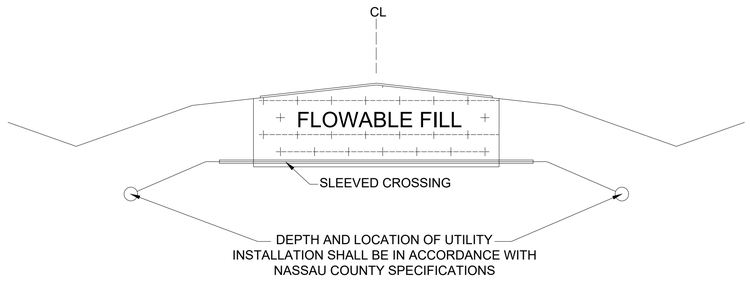
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

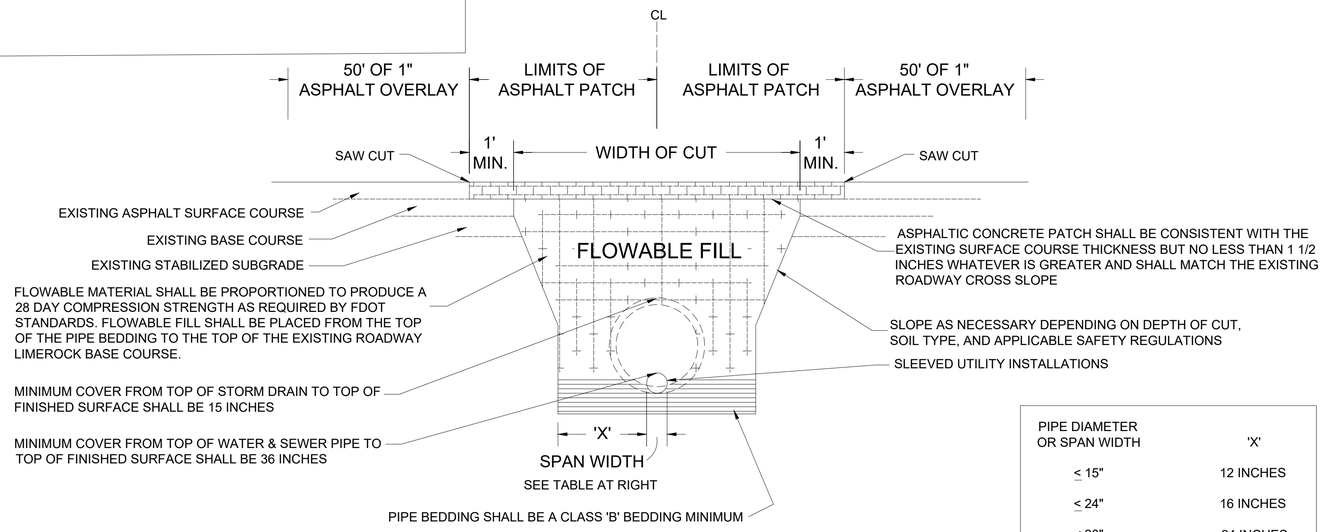
ISSUE DATE: 07/14/22

Sheet
DT-2

Project No. 21-10-36

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 50' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE ENGINEERING SERVICES DEPARTMENT)





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

ROADWAY AND DRAINAGE STANDARDS
NASSAU COUNTY PUBLIC WORKS
ENGINEERING SERVICES DEPARTMENT

REVISION DATES

OPEN ROAD CUTS / FLOWABLE FILL

DETAIL NO. 15

ADOPTED:

No.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	07/14/22	REVISED PER C.O.F.B. & NASSAU COUNTY COMMENTS
B	EC	05/23/22	REVISED PER C.O.F.B. COMMENTS
A	EC	03/01/22	ISSUE FOR C.O.F.B. REVIEW

Scale:
Project Mgr: AG
Designed by: AG/EC
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FERNANDINA BEACH, FLORIDA

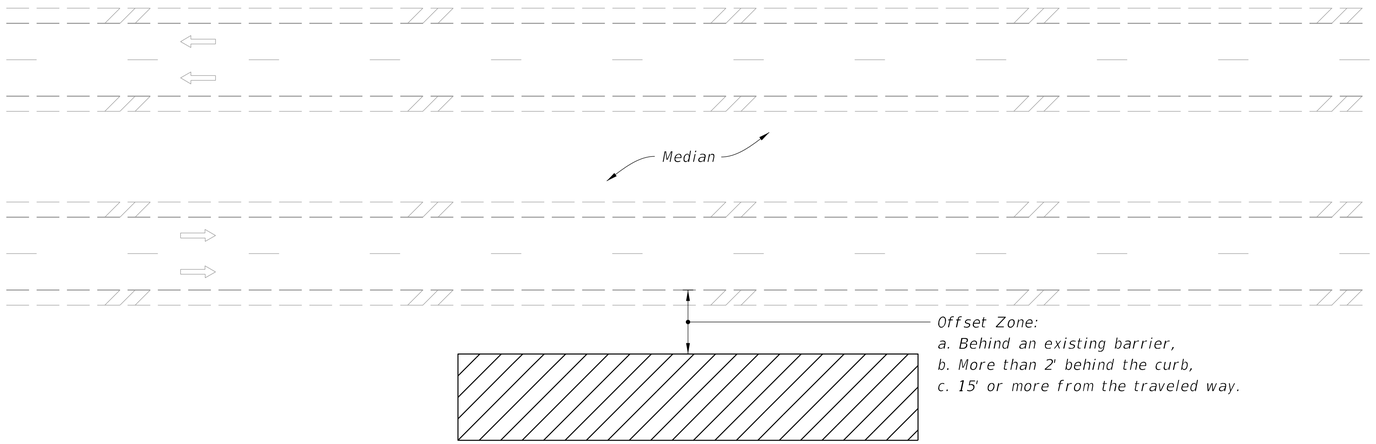
ISLAND VIEW SUBDIVISION

ROAD CUT DETAIL

REGISTERED DESIGN PROFESSIONAL
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

ISSUE DATE: 07/14/22
Sheet DT-3

Project No. 21-10-36



MULTILANE ROADWAY SHOWN, TWO-LANE ROADWAY SIMILAR

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work beyond the shoulder.

2. Use Index 102-602 when the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the Offset Zone in any one hour period.

3. Use Index 102-660 when Work Area encroaches a Sidewalk.

SYMBOLS

Work Area

Lane Identification + Direction of Traffic

10/9/2020 1:18:22 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2021-22 STANDARD PLANS	TWO-LANE AND MULTILANE ROADWAY, WORK BEYOND THE SHOULDER	INDEX	SHEET
11/01/20						102-601	1 of 1

NOTES:

1. This Index applies to Two-Lane, Two-Way and Multilane Roadways, including Medians of divided roadways, with work on the shoulder.

2. L = Taper Length
   X = Work Zone Sign Spacing
   B = Buffer Length
   See Index 102-600 for "L", "X", "B", and channelizing device spacing values.

3. For incidental work (e.g. mowing or litter removal), only the Road Work Ahead sign is required.

4. When four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area), use a flagger or lane closure to accommodate work vehicle ingress and egress.

5. For work less than two feet from the traveled way and work zone speed is greater than 45 MPH, use a lane closure.

6. The "Speeding Fines Doubled When Workers Present"signs (MOT-13-06) and "End Road Work" Signs (G20-2) along with the associated work zone sign spacing distances may be omitted when the temporary condition is in place for 24 hours or less.

7. Temporary pavement markings may be omitted when the work zone is in place for 3 days or less.

8. If the work encroaches on a marked bicycle lane or ridable shoulder, close the lane or shoulder in accordance with the Plans.

9. Omit "Shoulder Closed" signs (W21-5a) along with associated work zone sign spacing distances for work on the median

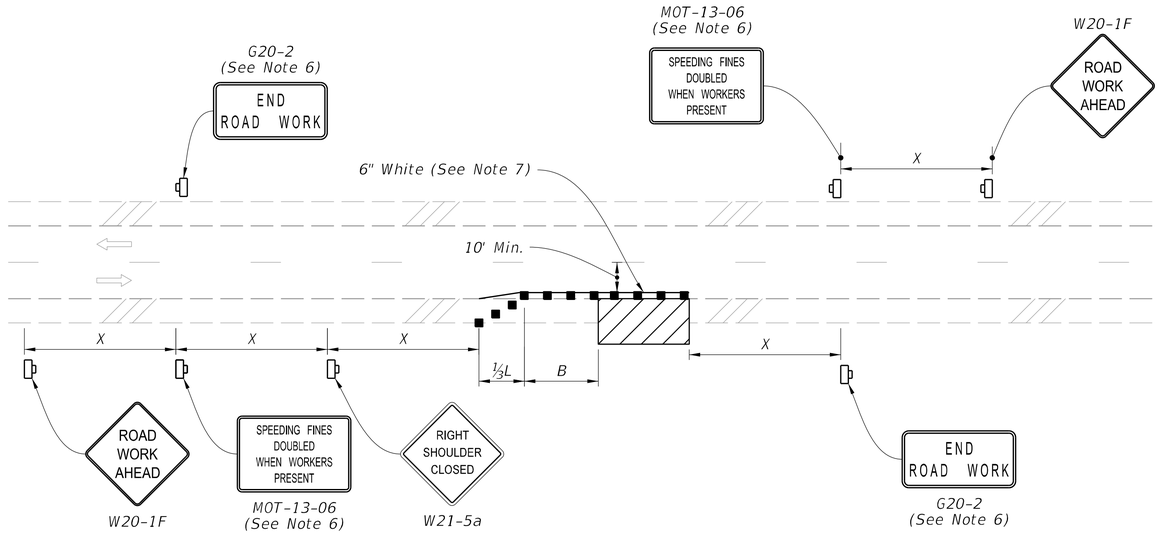
SYMBOLS:

Work Area

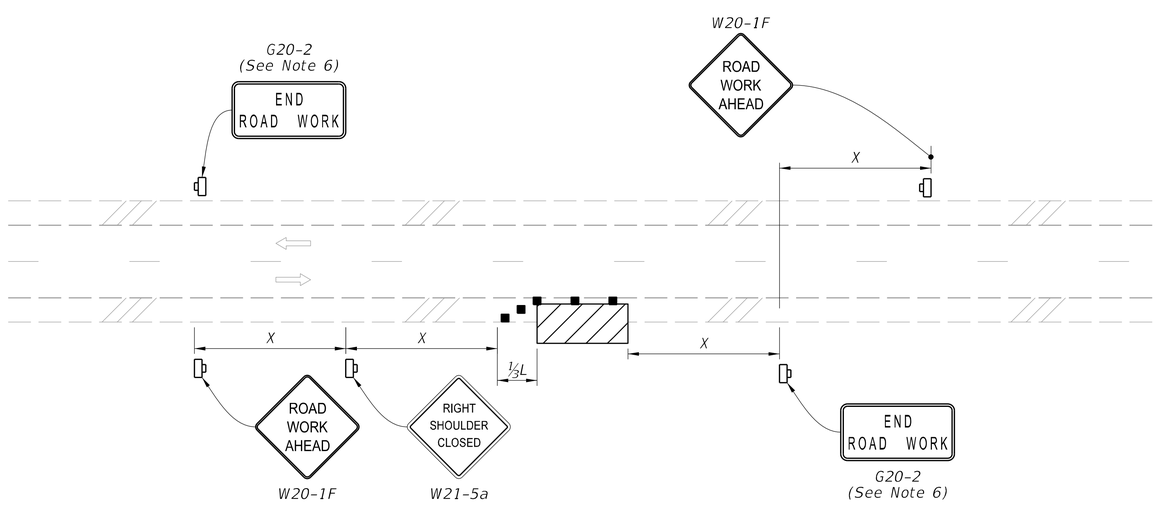
Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification and Direction of Traffic



TWO-LANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



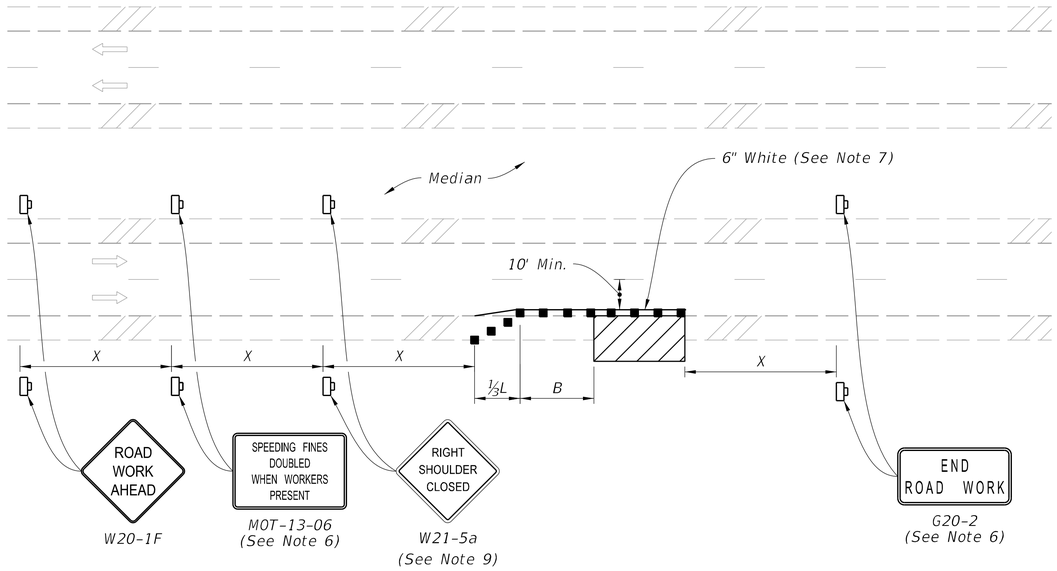
TWO-LANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

10/9/2020 1:18:37 PM

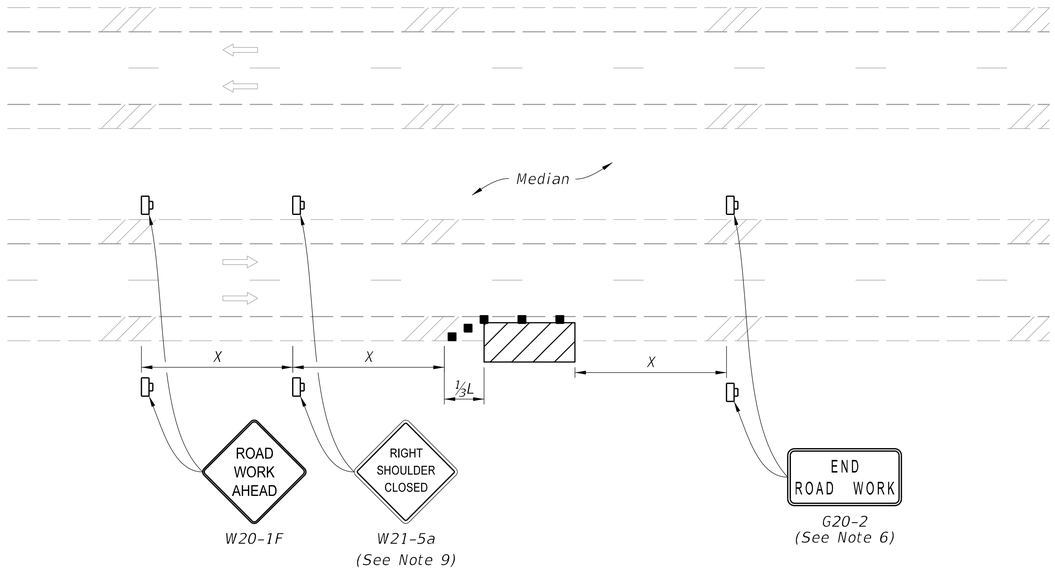
LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FDOT FY 2021-22 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	102-602	1 of 2

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Lane Identification and Direction of Traffic



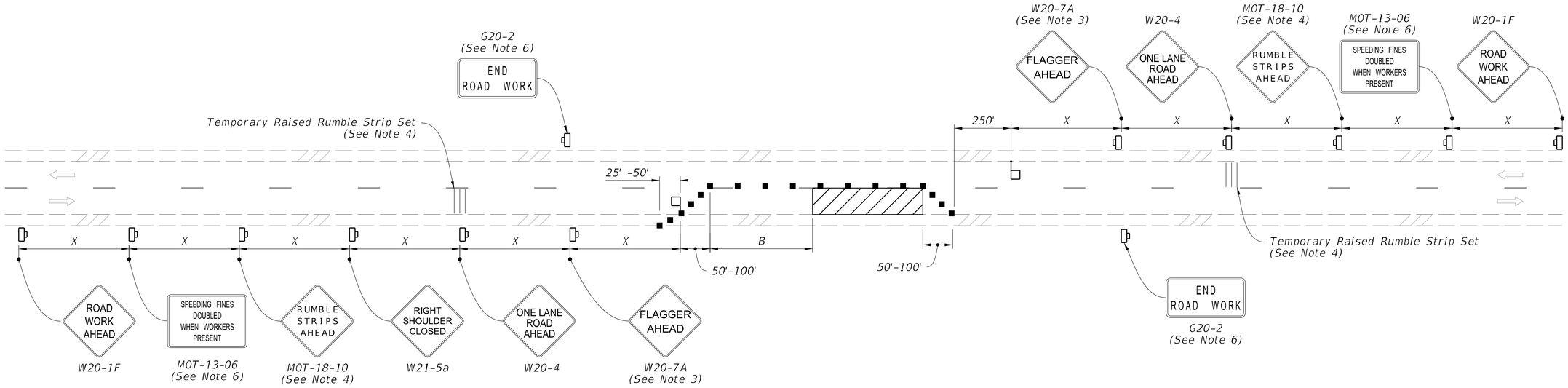
MULTILANE ROADWAY
SHOULDER WORK LESS THAN 2' FROM THE TRAVELED WAY
WITH WORK ZONE SPEED OF 45 MPH OR LESS



MULTILANE ROADWAY
SHOULDER WORK BETWEEN 2' AND 15' FROM THE TRAVELED WAY

10/9/2020 1:18:48 PM

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2021-22 STANDARD PLANS	TWO-LANE AND MULTILANE, WORK ON SHOULDER	INDEX	SHEET
11/01/20						102-602	2 of 2



NOTES:

1. This Index applies to Two-Lane, Two-Way Roadways with work within the traveled way.

2. L = Taper Length
   B = Buffer Length
   X = Work Zone Sign Spacing
   See Index 102-600 for "L", "B", "X" and channelizing device spacing values.

3. Optionally, use "Flagger Ahead" sign with symbol (W20-7) instead of "Flagger Ahead" sign with text (W20-7A).

4. Use temporary raised rumble strips when the existing posted speed is 55 mph or greater and the work duration is greater than 60 minutes. If temporary raised rumble strips are not used, omit "Rumble Strips Ahead" signs (MOT-18-10) and associated work zone sign spacing.

5. Additional one-way control may be provided by the following means:
   a. Flag-carrying vehicle
   b. Official vehicle
   c. Pilot vehicles
   d. Traffic signals

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

6. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign spacing, may be omitted when the work operation will be in place for 24 hours or less.

7. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specification Sections 102, 990 and the APL vendor drawings.

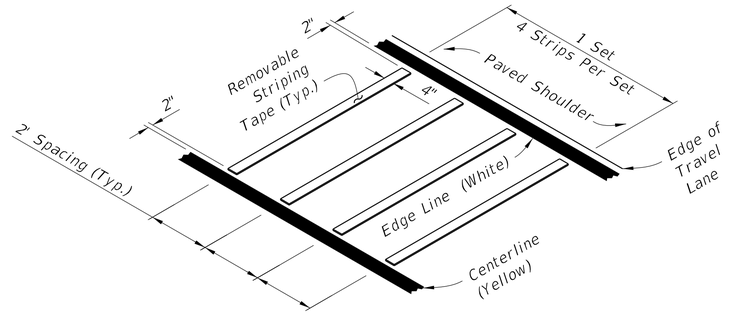
8. Railroad Crossings:

   a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 2.

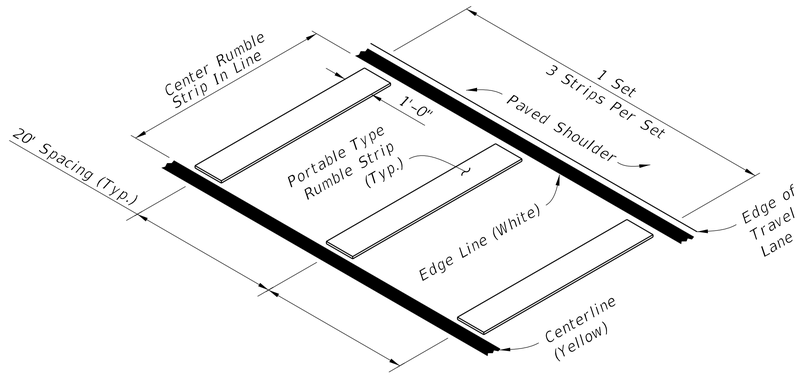
   b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic



OPTION - 1
REMOVABLE STRIPING TYPE

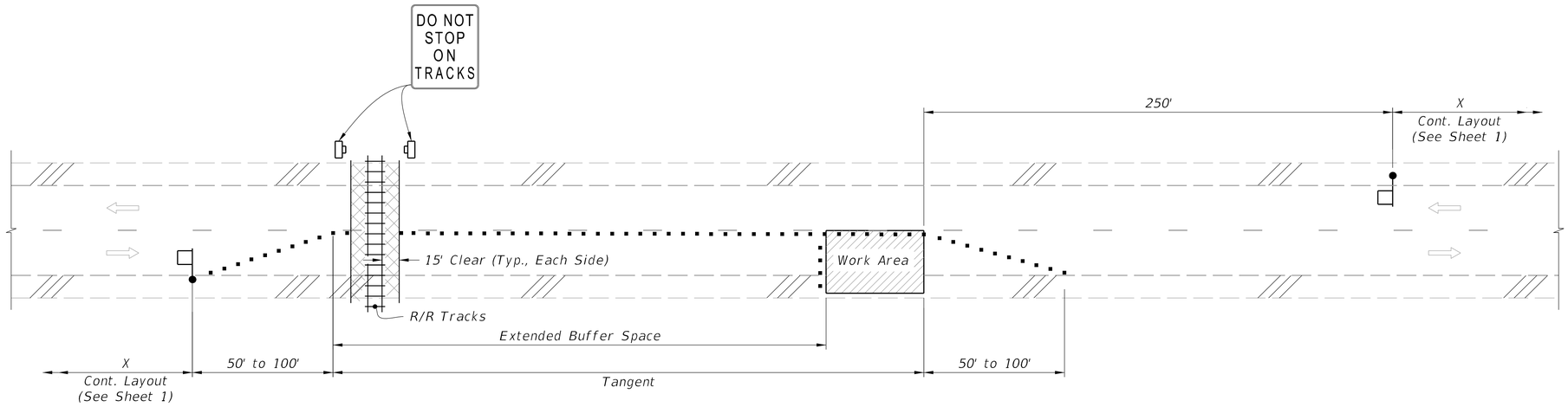


OPTION - 2
PORTABLE TYPE

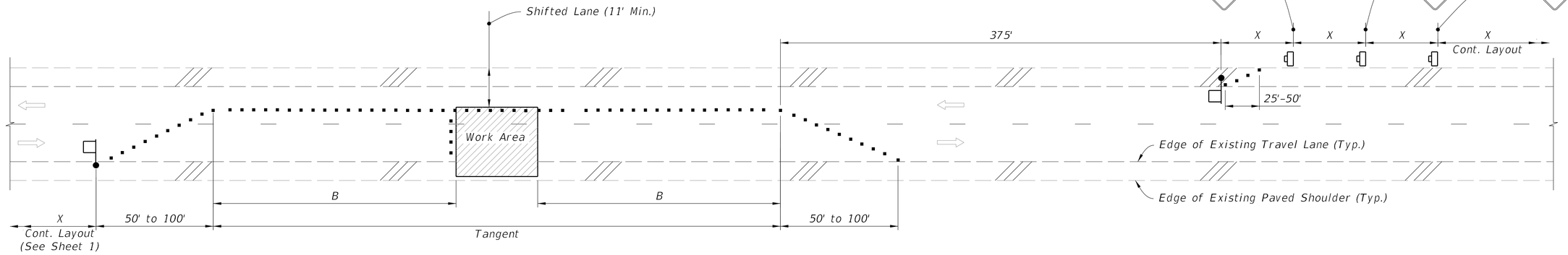
RUMBLE STRIP SETS

7:07:33 AM
7/13/2022

LAST REVISION	REVISION	DESCRIPTION:	FDOT FY 2022-23 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21					102-603	1 of 2



TEMPORARY RAILROAD CROSSING BUFFER SPACE EXTENSION



TEMPORARY LANE SHIFT TO SHOULDER WHEN WORK AREA ENCROACHES ON THE CENTERLINE
(For Work Operations In place 24 Hours or Less)

SYMBOLS:

- Work Area
- Channelizing Device (See Index 102-600)
- Work Zone Sign
- Flagger
- Lane Identification and Direction of Traffic

7:06:37 AM
7/13/2022

SPECIAL CONDITIONS

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2022-23 STANDARD PLANS	TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	INDEX	SHEET
11/01/21						102-603	2 of 2

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-60
Land Purchase - Orlando J. Avila Property

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-60.

SYNOPSIS: Comp Plan Element Objective 5.14 states that the City shall work to acquire land for passive parks and conservation. Orlando J. Avila sent an offer to the City of Fernandina Beach for the purchase of two parcels located on Calhoun Street and S. 7th Street for the amount of $70,000. City staff reviewed the offer and came up with a counteroffer of $25,600 based on the property appraiser's value and their calculations. This item is placed on the agenda at the request of the Deputy Director of Planning, Kelly Gibson.

FISCAL IMPACT: The City will be responsible for the total cost of acquiring this property. The current fund balance in the Land Conservation Fund is $146,827 Funds are available in the Land Conservation Fund, Land account, 135 56100.

CITY ATTORNEY COMMENTS: City staff recommends a purchase price of $25,600.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-60.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/29/2023
Agnes White, Administrative Services Manager	4/3/2023
Pauline Testagrose, Comptroller	4/4/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Katie Newton, Legal Assistant — Date: March 22, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE PURCHASE OF TWO PARCELS OF VACANT LAND OWNED BY ORLANDO J. AVILA TOTALING APPROXIMATELY 0.46 ACRES FOR THE PUBLIC PURPOSE OF CONSERVATION OR PASSIVE PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.;

WHEREAS, the City of Fernandina Beach Comprehensive Plan Objective 5.14 states that the City shall work to acquire land for conservation and passive parks; and

WHEREAS, Orlando J. Avila sent the City an offer for the purchase of two parcels identified as Parcels 00-00-31-1800-0068-0040 and 00-00-31-1800-0068-0020 and located on Calhoun Street and S. 7th Street, totaling approximately 0.46 acres, in the amount of $70,000; and

WHEREAS, these parcels have been observed to contain potential wetlands although a jurisdictional wetland delineation has not been provided; and

WHEREAS, City staff performed an analysis of the properties and walked the sites and determined that there is extremely limited development potential as a result of the likely presence of wetlands and the City's wetlands protection ordinances; and

WHEREAS, City staff made a counteroffer of $25,600 based upon the cost to Mr. Avila to acquire the properties at tax deed sales and property taxes paid since Mr. Avila owned the properties; and

WHEREAS, Mr. Avila made a counteroffer to City staff's offer of $25,600 in the amount of $60,000, and Mr. Avila is firm as to his counteroffer to the City of $60,000; and

WHEREAS, the City Commission wishes to purchase these parcels to increase the City's inventory of conservation land.

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 purchase of two parcels identified as Parcels 00-00-31-1800-0068-0040 and 00-00-31-1800-0068-0020 and located on Calhoun Street and S. 7th Street, for approximately 0.46 acres of land, attached hereto as Exhibit A from Orlando J. Avila, in the amount of Sixty Thousand Dollars and Zero Cents ($60,000).

SECTION 2. The Interim City Manager and City Clerk are hereby authorized to execute a purchase and sale agreement with Orlando J. Avila for the properties identified above and complete the purchase of these properties, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Resolution 2023-60
Exhibit "A"

AVILA PROPERTIES
CALHOUN ST AND S. 7TH ST

From: Kelly Gibson
To: Tammi Bach
Subject: Figures
Date: Tuesday, February 21, 2023 2:43:38 PM
Attachments: image001.png
image045418.png
image536665.png
image065777.png

Acreage	Year Purchased	Purchase Price	Estimated Value	Estimated Taxes Paid	Environmental Constraints					
0.23	2018	$ 6,000.00	$ 2,500.00	$ 300.00	Approximately 2/3 Wetlands					
0.23	2017	$ 2,400.00	$ 14,000.00	$ 400.00	Appears to be fully wetlands with restricted access					
TOTALS		$ 8,400.00	$ 16,500.00	$ 700.00	$ 25,600.00	Total Value assuming PA Market Value				
					$ 17,200.00	Justified offer (Market Value - Purchase Price)				

Kelly Gibson, AICP
Planning and Conservation Director
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3481 | kgibson@fbfl.org
www.fbfl.us

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Fwd: CONSERVATION PROPERTY - FOLLOW UP

Dale Martin <no1ongerworkshere02222023@fbfl.org>
Wed 12/14/2022 3:48 PM
To: Tammi Bach <tbach@fbfl.org>;Kelly Gibson <kgibson@fbfl.org>
Cc: Charles George <cgeorge@fbfl.org>;Kathy Russell <krussell@fbfl.org>

Good afternoon:

Please see the correspondence below. We should prepare a formal response.

My initial response is that the price is excessive based upon current values and that the City shod decline to pursue such a purchase. Your review and comments are appreciated.

Mr. Dale L. Martin
City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3101 j dmartin@tbfl.org
www.tbfl.us

UI@J

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From: orlando@aasallc.com <orlando@aasallc.com>
Sent: Wednesday, December 14, 2022, 3:44 PM
To: Mr. Dale L. Martin <dmartin@fbfl.org>
Cc: orlando@aasallc.com <orlando@aasallc.com>
Subject: CONSERVATION PROPERTY - FOLLOW UP

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.

Mr. Martin,

As you are aware my business partner and I co-own the following two parcels in the city, and we have inquired about the City's interest previously in purchasing the parcels for conservation.

1. 00-00-31-1800-0068-0040
2. 00-00-31-1800-0068-0020

After reviewing previous purchases of conservation property by the City, as provided to us by Ms. Best, we found several comparable properties both by size and type.
[Using this data, we have determined that a fair price for both lots in question is $70,000.00.

If you would like to meet to discuss the properties and a possible purchase by the city for conservation, please do not hesitate to contact me.

Sincerely,

Orlando J. Avila, MBA
Mobile: 904-955-3122

City of Fernandina Beach **Tammi E. Bach**

Office of the City Attorney tbach@fbfl.org

February 27, 2023

VIA EMAIL DELIVERY
orlando@aasallc.com
AND U.S. MAIL

Orlando J. Avila, MBA
All American Ship Agents, LLC
1411 S. 14th Street
Unit I
Fernandina Beach, FL 32034

RE: Counteroffer to Buy Conservation Land – Parcel ID#'s 00-00-31-1800-0068-0040 and 00-00-31-1800-0068-0020

Dear Mr. Avila:

The City is in receipt of your offer to sell the above-referenced parcels of vacant land ("Parcels") to the City to add to the City's conservation land bank. You had offered to sell the Parcels for Seventy Thousand Dollars ($70,000.00) in your email to City Manager Dale Martin on December 14, 2022. The Deputy Planning and Conservation Director, Kelly Gibson researched your purchase prices, taxes paid and market values for the Parcels and came up with a justified offer price of Seventeen Thousand Two Hundred Dollars ($17,200.00) for the Parcels. Please find enclosed an email including Mrs. Gibson's research into investment and value for the Parcels. If we use the Property Appraiser's stated market value for the Parcels and taxes paid for the Parcels, the value is Twenty-Five Thousand Six Hundred Dollars ($25,600.00) for the Parcels which includes property taxes paid to date. I am therefore making a counteroffer of $25,600.00 for the City to purchase the Parcels from you and your partner. The City's counteroffer is open until March 15, 2023. Please respond by March 15, 2023, or the City will assume you are not interested in selling.

Thank you for your attention to this matter. I look forward to working with you on a purchase and sale agreement.

Sincerely,

Tammi E. Bach
City Attorney

cc: Mark Foxworth, Interim City Manager
Kelly Gibson, AICP Deputy Director Planning & Conservation

Enclosure

Tammi Bach

From: orlando@aasallc.com
Sent: Thursday, March 2, 2023 9:27 AM
To: Tammi Bach
Cc: orlando@aasallc.com
Subject: RE: City Counteroffer to Buy Conservation Lots

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.

Tammi

Thank you for your response and counteroffer.

I would like to counter back to the city for both lots at $60,000.00

The market price for a similar sized 100x100 lot is well over $150,000 in the city, some reaching $200,000.00, and as we discussed briefly, if it were to in fact have any low lying areas the LDC prohibits remediation even with a State Permit.

As a city resident, I value and respect the city's efforts to increase conservation lands and greenspaces in the city, and this I believe presents a wonderful opportunity for the city to acquire two parcels, one of which has some quite wonderful views of the marsh by the way, to be added to the portfolio of conservation lands the city already has.

I look forward to hearing from you and moving forward in the process of negotiating with the FBCC.

Thank you and best regards,

Orlando J. Avila, MBA
All American Ship Agents, LLC
1411 S. 14th Street
Unit I
Fernandina Beach, FL 32034
Main: 904-729-4696
Fax: 904-491-2645
Mobile: 904-955-3122
Please always reply to ops@aasallc.com
Se Habla Español
"As agents only"

From: Tammi Bach <tbach@fbfl.org>
Sent: Monday, February 27, 2023 10:37 AM
To: Orlando J. Avila <orlando@aasallc.com>
Cc: Mark Foxworth <mfoxworth@fbfl.org>; Kelly Gibson <kgibson@fbfl.org>; Katie Newton <knewton@fbfl.org>
Subject: City Counteroffer to Buy Conservation Lots
Importance: High

Orlando: please find attached a letter with a counteroffer from City to buy your parcels. I have also attached Kelly Gibson's email with her research on investment and market value for the parcels.
Tammi Bach, J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3276 | tbach@fbfl.org
www.fbfl.us

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-61
RFQ 23-05 Recommendation

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-61.

SYNOPSIS: The City of Fernandina Beach published Request for Qualifications (RFQ) 23-05 for the City's Waterfront Resiliency Project on the Amelia River. Eleven firms submitted a response to this RFQ with qualifications reviewed by City staff. Based on the firms' qualifications, staff recommends that the City enter into negotiations with Kimley Horn and Associates to bring forth a pricing proposal for the City Commission's consideration. Staff ranked three other firms highly and recommends that if negotiations with Kimley-Horn and Associates fall through, the City enter into negotiations with the next best ranked firm.This item is placed on the agenda at the request of the Deputy City Manager and City Engineer Charles George.

FISCAL IMPACT: Funding is available in the Capital Improvements Fund Improvements account, 3007200 56300 Project # 23036, #23037, #23038, # 23039 and #23040. The project is funded by a grant award from the Florida Department of Environmental Protection Grant, #LPA0286 for $1,000,000 adopted in Resolution 2022-213.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-61.

Charles George, Interim City Manager	3/23/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	3/29/2023
Pauline Testagrose, Comptroller	3/31/2023
Mark Foxworth, Interim City Manager	4/3/2023
Tammi E. Bach, City Attorney	4/3/2023

Katie A Newton

Submitted By: Katie Newton, Legal Assistant

Date: March 22, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING THE STAFF RANKING FOR RFQ 23-05; AUTHORIZING NEGOTIATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach published RFQ 2023-05 for the City's Waterfront Resiliency Project on the Amelia River, and

WHEREAS, eleven firms submitted a response to this RFQ with qualifications reviewed by City staff; and

WHEREAS, based on the firms' qualifications, staff recommends that the City enter into negotiations with Kimley Horn and Associates to bring forth a pricing proposal for the City Commission's consideration; and

WHEREAS, funding is available in the Capital Improvements Fund Improvements account 3007200 56300 Project # 23036, #23037, #23038, # 23039 and #23040. The project is funded by a grant award from the Florida Department of Environmental Protection Grant, #LPA0286 for $1,000,000 adopted in Resolution 2022-213.

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

SECTION 1. The City Commission accepts the staff's ranking of the submittals for RFQ #2023-05, Resiliency Waterfront Bulkhead System Engineering and Design.

SECTION 2. The Interim City Manager and City Attorney are hereby authorized to negotiate a professional services agreement for engineering and design with Kimley Horn and Associates. Failing that, the City Manager and City Attorney may enter into negotiations with the next best-ranked firm. A professional services agreement will be presented to the City Commission as soon as practicable.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INTRODUCTION

The City of Fernandina Beach, Florida presents this Request for Qualifications (RFQ) for qualified Engineering & Design and Permitting Assistance for a resiliency waterfront bulkhead system along the Amelia River Waterfront in Fernandina Beach, Florida**.**

The City will receive sealed submittals at the location stated below not later than **2:00pm, February 14, 2023.**

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR QUALIFICATIONS PROCESS, REQUIREMENTS AND EXHIBITS.

The original RFQ submittal (**1 original, 4 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFQ 23-05** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #23-05**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The proposal must be submitted on the specified **Contact Sheet**, hereto attached as "**Exhibit A**". The person signing the Response Form must have the authority to bind the proposer to the Submittal. All information on the Price Submittal form must be provided, or the submittal may not be accepted.

The sealed Submittal must be accompanied by a **"Public Entity Crimes",** herein provided as "**Exhibit B**", **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, "**E-Verify Statement**" herein provided as **"Exhibit D"**, **"Proposer Acknowledgements and Agreements"**, herein provided as "**Exhibit E**", **"Conflict of Interest",** herein provided as, "**Exhibit F**", **"Non-Collusion Affidavit",** herein provided as "**Exhibit G" and "Dispute Disclosure",** herein provided as **"Exhibit H", Federal Requirements for ARPA Funds,** herein provided as **"Exhibit I".**

FIRM SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the Submittal.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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.

An example of the City of Fernandina Beach contract is included in this bid packet.

SCOPE OF WORK

The City of Fernandina Beach, Florida (City) is requesting qualification submittals for the Engineering & Design and Permitting Assistance for approximately 1,790 linear feet of a waterfront resiliency bulkhead system on the downtown waterfront along the Amelia River as shown on the attached documents. The project will consist of development of waterfront protection systems and associated structures along five segments to protect the upland areas from storm surge, high tides, and sea level rise. Preliminary concepts have been developed by the City for consideration and are included in this document.

After receiving qualification submittals from interested professional engineering firms, the City will evaluate the submittal qualifications and capabilities to include, but not be limited to, such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; ability to furnish the required services; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested. During the evaluation process, the City may elect to interview one or more firms who have submitted their qualifications.

Upon completion of the evaluation process, the City will select the firm(s) that best meets its needs for the project and will request a proposal from such firm(s) for the proposed project.

EVALUATION

An Evaluation Committee will review all responsive submittals. The submittals will be evaluated using the evaluation criteria set forth herein. The information that will be considered and relative scoring for each criterion is as follows:

Experience of the team members 40 points
Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

Past Performance/References 40 points
Has the team members successfully completed similar projects and worked as a team previously on similar projects.

Proposed Schedule 20 Points
Does the schedule proposed by the team demonstrate understanding of the efforts required and fully identify significant milestones based on the scope of work involved.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

The City of Fernandina Beach shall be the judge of its own best interest in regard to the evaluation of the submittals. Selection of the firm(s)may be made to the most responsive and responsible firm's submittal determined to be the most advantageous to the City.

The City reserves the right to consider historic information and fact, whether gained from the firm's submittal, question and answer conferences, references, and/or other sources in the evaluation process.

RFQ PACKAGE

Request for Qualifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the RFQ package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CONTACT

Specific questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

Respondents are hereby put on notice that no contact will 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 Respondent questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the Respondent's responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is **ten** days before proposal opening.

If there is an Addendum it becomes part of the original RFQ and must 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 submittal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Request for Qualifications.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

GENERAL CONDITIONS OF REQUEST FOR QUALIFICATIONS

REJECTION OF RESPONSE

a. The City reserves the right to accept or reject any or all Respondents, 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.

LATE RESPONSE

a. Request for Qualifications 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.

LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Respondents shall comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR QUALIFICATIONS 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 proposal.

c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.

d. The City of Fernandina Beach requires that the Proposer 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 proposal.

AWARD OF REQUEST FOR QUALIFICATIONS

a. The REQUEST FOR QUALIFICATIONS will be awarded to the most responsive and responsible submittal 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 (Contract) mailed or otherwise furnished to the successful submittal 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 two 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.

NOT RESPONSIBLE FOR COSTS

a. The City shall not be responsible for any cost incurred by a prospective Respondent in re this Request for Qualifications.

PUBLIC INFORMATION

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

ADDITIONAL INFORMATION

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

PAYMENT

a. Payment due hereunder shall be made by the City to INDIVIDUAL/FIRM in accordance with the Florida Prompt Payment Act.

PROTESTS

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

FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, INDIVIDUAL/FIRM may not participate in the proposal if INDIVIDUAL/FIRM is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, https://www.sam.gov/portal/SAM/. INDIVIDUAL/FIRM shall include copy of search results with bid or proposal.

LOBBYING

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the signing of the agreement. INDIVIDUAL/FIRM 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.

EXHIBITS

EXHIBIT "A" **Contact Sheet**

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**

EXHIBIT "I" **Federal Requirements for ARPA Funds**

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

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 SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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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, must 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 must be considered an affiliate.

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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ 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 SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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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 must:

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

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

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE: _____

NAME (TYPED OR PRINTED): _____TITLE: _____

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

_____

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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 SUBMITTAL

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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 SUBMITTAL

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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 not 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:

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder 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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must 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 SUBMITTAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Printed Name and Title of Contractor's Authorized Official

_____
Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ _____**Print Name:** _ _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. **[RFQ, page 1] –** Page 1 of the RFQ states "All information on the Price Submittal form must be provided, or the submittal may not be accepted." **Please disregard the above sentence in the RFQ. There is no Price Submittal form associated with this RFQ 23-05.**

2. The content of submittals was inadvertently left out of this RFQ. Please provide the following in your response.

   CONTENT OF SUBMITTALS

   Submittals should include the following:

   - **A narrative introductory cover letter (not to exceed two pages).**
   - **Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).**
   - **Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).**
   - **Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).**
   - **City Exhibits A-I**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1) Is there a DBE/MBE/SBE goal for this project? **No**

2) Does the City of Fernandina Beach publish a list of DBE/MBE/SBE registered firms? **No**

3) [RFQ, page 2] – The RFQ states "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." The hyperlink provided does not work. *Please provide a valid link that we can use to provide our search results with our proposal.* **Please disregard this for the RFQ. This requirement will apply during the invitation to bid process**.

4) [RFQ, page 2] – Although it's not mentioned in Addendum #1, "Proposed Schedule" is part of the evaluation criteria in the RFQ. *Please confirm whether a schedule is still required in our submission, and if so: 1) is there a page limit on the Project Schedule, and 2) what section should we include this in?* **No**

5) [RFQ, page 2] – Although it's not mentioned in Addendum #1, in the "Experience of Team Members" evaluation criteria there is mention of the team demonstrating our understanding of the project. *Please confirm whether we are to include a project understanding/technical approach section in our technical proposal. If so, what are the page limitations and where should we include this section?* **No**

6) Addendum #1 does not mention an Organization Chart. *Should we include an org chart in the "Experience of the Key Team Members" section?* **No**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. Per Addendum #2, a Project Schedule is no longer required. This was part in the Evaluation Criteria/Scoring Breakdown in the RFQ (worth 20 points). Now that the proposal content has changed from the original RFQ, can you please provide an updated Evaluation Criteria/Scoring Breakdown by section? **The Evaluation Criteria has changed as follows:**

   Experience of the team members **50 points**
   Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

   Past Performance/References **50 points**
   Has the team members successfully completed similar projects and worked as a team previously on similar projects.

2. Are any previous geotechnical studies or bathymetric surveys available for this project? **No**

3. Can we provide more than 3 similar past performance/reference projects, keeping these within the 6 pages? **Yes**

4. Is this project funded by a grant? If so, may we request a copy of the grant proposal or executed grant for review? **It is funded by a State Grant. A copy of the executed grant will be provided to the consultant who is awarded the design contract.**

5. Does the City have their own geotechnical engineering firm under contract for this project, or will the submitter need to include a geotechnical firm on their team? **No, the submittal does not need to include the geotechnical firm the proposer intends to use.**

6. Does Exhibit "G", Non-Collusion Affidavit, need to be completed for this RFQ package? **All required forms (Exhibits A-I) need to be completed and included with the submittal.**

7. Which of the required forms will need to be completed by any sub-consultants? **None of the required forms need to be completed by any sub-consultants.**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. May we provide our own in-house survey team, included in our proposal: May we provide our own in-house Construction Engineering and Inspection (CEI) team, included in our proposal? These are acceptable; however, it is not needed to be included as part of the RFQ. We are only looking for information relating to the qualifications and experience to provide the design and permitting phases.

2. Since there was no contract provided with the RFQ, will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? If selected by the City to submit a proposal, the firm will have an opportunity to discuss the terms of a contract.

CITY OF FERNANDINA BEACH RFQ 23-05
SUBMITTAL OPENING FEB 14, 2023

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Attended by: **Andre Desilet, Charlie George, and Wanda Weaks**

DATE/TIME REC'D	COMPANY NAME	LOCATION
02/13/2023 10:35AM	McLaren Engineerin Group	Orlando, FL 32801
02/13/203 10:35AM	Geosyntec Consultants	Jacksonville, FL 32207
02/13/2023 10:35AM	Halff Associates, Inc	Jacksonville, FL 32246
02/14/2023 9:56AM	Passero Associates	St. Augustine, FL 32095
02/14/2023	Thomas & Hutton Engineering Co	Brunswick, GA 31520
02/14/2023 12:46PM	Kimley Horn	Jacksonville, FL 32258
02/10/2023 1:58pm	Schneider Engineering	Tampa, FL 33607
02/13/2023 9:45AM	Taylor Enginnering, Inc	Jacksonville, FL 32256
02/14/2023 10:11AM	HDR Inc	Jacksonville, FL 32202
02/14/2023 12:09PM	Hanson Professional Services, Inc	Jacksonville, FL 32216
02/14/2023 12:36PM	DMC Engineers	Port Orange, FL 32128

This is a premliminary summary of the submittals as they were opened and announced at the submittal opening.
Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Shailesh K. Patel **TITLE:** President

ADDRESS: 4643 S. Clyde Morris Blvd., Unit 302

CITY: Port Orange **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 02/13/23

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Shailesh K. Patel **TITLE:** President

ADDRESS: 4643 S Clyde Morris Blvd., Unit 302

CITY: Port Orange **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 02/13/23

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Shailesh K. Patel **TITLE:** President

ADDRESS: 4643 S. Clyde Morris Blvd, Unit 302

CITY: Port Orange **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 02/13/23

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Shailesh K. Patel **TITLE:** President

ADDRESS: 4643 S. Clyde Morris Blvd., Unit 302

CITY: Port Orange **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 02/13/23

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

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

February 14, 2023

RE: RFP No.: 23-05 Resiliency Waterfront Bulkhead System Engineering and Design

Dear Selection Committee:

Dredging & Marine Consultants, LLC (DMC) is extremely pleased to submit this request for qualifications for the ***Resiliency Waterfront Bulkhead System and Engineering and Design*** to the City of Fernandina Beach (CITY). We have visited the Amelia River Waterfront on numerous occasions and recently for this submittal. Based on our site visit and requirements for the RFQ services, DMC is confident that our experienced team can assist the CITY with all aspects of the requirements; permitting at both the State and Federal level, funding and seeking additional grants to leverage CITY dollars, phasing strategies, and most importantly with all the design alternatives that have been proposed in the RFQ package for each of the five segments.

This project is what DMC does as our primary work; Waterfront and Coastal structures and protection. Our projects under Tab 2 will showcase our seawall, bulkhead, ramp, berms, shoreline habitat and various types of complex design feature that are required in various segments along the riverfront project. Our Geotechnical and design engineers use the US Army Corps manuals and standards such as Design of Coastal Revetments, Seawalls and Bulkheads, along with software to help analyze slope stability and other potential failure mechanisms so that we can select appropriate designs. In Tab 4 we have included innovative wall and deck designs from Smart Seawall Technologies (SST), a firm that is in the forefront of innovative seawall desire that deal with wave energy dissipation and designing structure that are in harmony with nature.

In summary, our design approach is always "holistic." We see the big picture and review future needs as well as learn of past experiences and events such as Nor'easters, hurricane, rain storms that create flooding that are critical to our design consideration. This enables us to design and build structures that are both resilient and sustainable over decades, features that are attractive and are usable by the residents and visitors of the area as demonstrated in your Phase 1 Stabilization project. We have read the City Council's dedication to use General Bond Obligation to fund improvements and seek additional funding for these improvements and we would be honored to be a part of this team to make this a reality!

DMC will complete all work from our Port Orange (Volusia County) and St. Augustine (St. Johns County) offices. With over 20 years of experience in waterfront armoring and stabilization protection in Florida, **DMC** is fully capable and committed to provide the CITY quality, timely and cost considerate service. With over 100+ years combined technical and management experience in marine structures in all types of Florida environments such as wetlands, estuaries, and coastal systems, DMC has knowledgeable engineers capable of designing a sustainable, resilient, and cost-effective shoreline protection for the CITY. Having designed bulkheads of every material such as wood, aluminum, concrete, vinyl, composite materials, and steel, we understand various structural applications and limitations of the wall materials based on the intended use of the wall, the surrounding environmental and physical conditions the wall will be exposed to, and the sediment type for embedment. We have designed wave-breaks, designs that include king and batter piles, rock revetments and armoring, oyster reefs and other living shoreline options.

DMC has a great relationship with various state and federal regulatory agencies, including the Water Management Districts, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and the U.S. Army Corps of Engineers (USACE). This allows us to proactively streamline your projects and meet budgets without sacrificing the safety and integrity of our designs. As a rule, **DMC** stays of abreast of changes in regulatory guidelines and project design criteria. This enables us to remain proactive rather than reactive, thus reducing permitting time; a potential cause of delays. **DMC** performs ALL environmental resource permitting tasks in-house regardless of the reviewing agency and responds to all request for additional information until permits are secured. With the recent Hurricanes Ian and Nicole, we have been very involved with the FDEP's Office of

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Resilience and Coastal Protection Administration and staff in Volusia and Flagler counties with permitting damaged and failed bulkheads and seawalls by assisting Volusia County as their Coastal Engineers to develop requirements that enable residents and municipalities rebuild through generation of Emergency Final Orders that are flexible and reasonable to build shoreline protection structures.

DMC will bring the following technical and management attributed to the CITY's project needs, from start to finish, with specific focus on the following:

1. ***Effective Production Cost & Schedule:*** Project cost, responsiveness, and timely deliverables are always in the forefront of DMC's project work. Through our written Standard Operating Procedures and Protocols **DMC** logs vital aspect of a project from proposal submittal to contract execution and delivery. We also understand limited funding and need for strategic planning and value-engineering without sacrificing design standards. We track project progress on a weekly basis so that we can maintain task and project schedules for quality deliverables.
2. ***Protocol-Driven Customer Communication:*** Our Clients always know where they stand with projects. We clearly identify points of contact, so that **DMC** staff always remain responsive, regardless of personal time off by staff, holidays, afterhours. If not within hours of any client communication, we will at minimum respond within 24-48 hours to any verbal or email inquiries. All project communications, no matter how seemingly inconsequential, are verified in writing via minutes or notes that are communicated with the Client and then logged. We assist our Clients as an extension of their staff by preparing agendas and subsequent minutes for ALL regularly scheduled progress meetings, field visits, and quarterly meetings. We have developed our own format tailored for biweekly or monthly project communication via emails that can provide clients with a quick snapshot of progress, any challenges and budgetary status on projects.
3. ***Hybrid Infrastructure, Sustainability and Resiliency:*** Sustainability and resiliency are ingrained in our design approach. As a progressive company, **DMC** stays abreast of innovative and sustainable technologies, especially those that integrate the natural and built environments. We stay abreast of new products and we drill into claims made by product manufacturers so that we can recommend green engineering and hybrid infrastructure solutions such as vegetated swales, living shorelines, porous and pervious pavements, grated decking products, synthetic materials that will withstand the Florida weather, heat, and humidity. We also consider value-engineering, operations, and maintenance of these products and features as part of our holistic approach to design. This enables our Clients to lead with premiere projects designed with sustainability and resiliency at their core.

Shailesh K. Patel will serve as the Project Manager and is the authorized Point-of-Contact for any contractual obligations under this solicitation. He is the President of **DMC** and can be contacted at 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129; Tel: (386) 304-6505; Fax: (386) 304-6506; Mobile: (386) 846-4760; email: spatel@dmces.com. I am personally committed to ensuring that our work will create positive accomplishments that not only residents and visitors to the CITY can be proud of, but ones that the **DMC** team can proudly claim to be a part of for years to come. Mr. Curtis Todd, P.E., will serve as the Project Engineer/Engineer of Record. We will be assisted by Ms. Natalie Tejada who will ensure communication and project scheduling is met on every project to ensure the CITY that our qualified team will lead you comfortably and confidently within project budget, in a timely and responsive manner, as we do for all our projects. We also commit to consistently utilize the same key staff to ensure consistent flow and communication on the project. **Our goal is to manage projects so that the CITY's Project Manager does not have to invest more than supervision time!** Thank you for this opportunity and we look forward to working with the CITY.

Respectfully,
Dredging & Marine Consultants, LLC.

Shailesh K. Patel, M.Sc., CPSSc.
Senior Project Manager

Curtis N Todd, P.E.
Senior Project Engineer

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Riverfront Park Seawall Replacement

City of Daytona Beach

James Nelson, P.E., MPA – City Engineer | (386) 671-8613 | 950 Bellevue Ave. Daytona Beach, FL 32115

DMC was tasked by the City of Daytona Beach to redesign 1,400 linear feet of seawall and remove and replace a small portion of timber boardwalk in the downtown Daytona Beach Area. This project was part of the master plan to improve and revitalize the Riverfront Park esplanade and Beach Street area and assist with sea-level rise and resiliency.

Key Elements:

- Engineering and Design, Bidding Services, Construction Management
- Multi-agency Coordination and Permitting
- Resiliency and Flood Control
- Design of Seawall Structure, Stormwater and Drainage Back-flow Prevention System
- Geotechnical Investigation Coordination
- Environmental Assessment Coordination and Resource Survey

Year of Project Completion: 2021
Fees Paid to Firm: $128,263
Total cost of Project: Estimated- $3.1 Million **Actual-** $3.1 Million
Subconsultants: Arc Surveying & Mapping, Universal Engineering Sciences, Marquis Latimer + Halback, Inc.

Riverside Park Bulkhead & Wharf Repair

City of New Smyrna Beach, Florida

Mr. Kyle Figley, P.E. – City Engineer | (386) 410-2811 | 2650 N. Dixie Freeway, New Smyrna Beach, FL 32168

DMC, working as a sub-consultant to Quentin L. Hampton Associates, Inc. (now Mead & Hunt Inc.) assisted the City of New Smyrna Beach with assessing and designing the repair of the failing bulkhead at Riverside Park. This park is the center of the community and plays host to countless art festivals, concerts, fishing tournaments, a water taxi, etc. Project tasks included an existing structure assessment and corresponding report, City staff and stakeholder consensus building, construction cost estimation, FIND grant application assistance, and design and permitting.

Key Elements:

- Engineer and Design of Bulkhead
- Existing Structure Evaluation Report
- FIND Grant Writing Assistance & Secure Grant
- Environmental Resource Permitting through FDEP, USACOE and Volusia County
- Construction Engineering Inspection Assistance

Year of Project Completion: 2012
Fees Paid to Firm: $93,200
Total cost of Project: Estimated-$950,000 **Actual**- $950,000
Subconsultants: Morgan & Eklund, Inc., Universal Engineering Sciences, Inc., and AZ Power Systems

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Lemon Bluff Marine Park

Volusia County, FL

Time Bayle- Parks and Rec Director | (386) 736-5953 | 202 North Florida Avenue, Deland, FL 32720

DMC was contracted by Volusia County to design improvements to the recently acquired property for the Lemon Bluff Fish Camp on the St. Johns River, near Osteen, Florida. The proposed improvements include an engineered seawall, a boat ramp with tending docks, paved access to the ramp, a restroom building and picnic areas, and a stormwater management system. DMC conducted a boundary and topographic survey and a geotechnical investigation. DMC completed 100% plans and acquired the necessary permits for construction.

Key Services Provided:

- Design of Sheet Pile Seawall with King & Batter pile combination
- Design of New Boat Ramp, Paved Access Road
- Design of Restroom Facility & Picnic Areas
- Design of Stormwater Management System; Pollutant Loading Modeling
- Permitting (FDEP, USACOE)
- Construction Management Services

Year of Project Completion: 2022
Fees Paid to Firm: $92,740
Total cost of Project: Estimated- $1.05 Million **Actual-** $1.05 Million
Subconsultants: Arc Surveying & Mapping, Pinnacle Ecological, Inc. Universal Engineering & Sciences, Inc.

City Island Shoreline Stabilization

Volusia County

Tadd Kasbeer – County Engineer | (386) 736-5967 | 123 W. Indiana Ave., Deland, FL 32720

DMC was tasked with design, engineering, permitting services, including development of plans and technical specifications, for bidding the replacement of approximately 1,000 linear feet of shore protection.

Key Services Provided:

- Engineering and Design, Grant Assistance, Bidding Services, Construction Management
- Multi-agency Coordination and Permitting
- Design of Seawall Structure, Stormwater and Drainage System, Roadway Modification
- Geotechnical Investigation Coordination
- FEMA funding and compliance

Year of Project Completion: 2023
Fees Paid to Firm: $201,250
Total cost of Project: Estimated- $1.7 Million **Actual-** $1.7 Million
Subconsultants: Sliger & Associates, Universal Engineering Sciences

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B-23 Canal Seawall Replacement and Restoration Dredging

City of Port Orange, FL

Shannon Lewis- Deputy City Manager of Melbourne | (321) 608-7211 | 900 E. Strawbridge Ave. Melbourne, FL 32901

DMC completed the task of engineering, design, and permitting of the seawall replacement of 5000LF and restoration dredging of removing 20,000cy of sediment from the B-23 Canal of the City of Port Orange, Florida. DMC was additionally tasked to coordinate geotechnical investigations and surveys and complete permitting services with the Florida Department of Environmental Protection, the U.S. Army Corps of Engineers, and the Florida Inland Navigation District.

Key Services Provided:

- Engineering and Design of 5,000LF Seawall Replacement
- Utilize multiple wall designs due to space restrictions for anchoring
- Engineering of 20,000CY Sediment removal
- Multi Agency Coordination and Permitting
- Geotechnical Investigation Coordination
- Management and Construction Inspection
- Public Engagement, Consensus Building and Presentations

Year of Project Completion: 2013
Fees Paid to Firm: $123,000
Total cost of Project: Estimated- $1.8 Million **Actual-** $1.8 Million
Subconsultants: GCY Inc., Ardaman & Associates, Inc.

Indian Hills Oyster Reef Design & Permitting

St. Lucie County, FL

James Oppenborn | (772) 519-6056 | 2300 Virginia Avenue, Fort Pierce , FL 34982

DMC conducted seagrass and biological surveys needed for the successful design of low-profile oyster habitat located waterward of the Indian Hills Stormwater outfall.

Key Services Provided:

- Design and Permitting for a reef system
- Boundary and construction survey
- Facilitated Construction approach and Volunteer Coordination
- Field meetings with regulatory agencies
- Assist with future strategies for additional oyster reefs along waterway

Year of Project Completion: 2018
Fees Paid to Firm: $30,000
Total cost of Project: Estimated- $30,000 **Actual-** $30,000
Subconsultants: None

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Shailesh K. Patel, M.Sc. CPSSc. – Principal/Primary Contact

Education

Ph.D. Ongoing
M.Sc. (Soil & Water Science) University of Florida,
B.S. (Plant Science & Technology) NC A&T SU,
Small Business Development, BCC, 2002
Dredging Engineering Short Course, Texas A&M, 2002
Experience/Years with firm: 35/20

Professional Affiliations

Florida Lake Management Society
Nat'l Assoc. of Environmental Professionals
Florida Marine Contractors
CEO Xchange, Volusia County & SBDC
VCARD – Chairman 2016/17
Team Volusia Economic Development IDRC Chair 2020/21

Registrations

American Society of Agronomy, Certified Professional Soil Scientist No. 24815

Availability

60%

Background / Responsibilities

Shailesh Patel founded DMC in 2002 and serves as the President and Point of Contact for all project contractual matters. He will serve as the Key Senior Manager to lead the DMC program/project team. He has over 30 years of experience developing viable projects for private, municipal, and county entities. He has focused much of his nearly three decades on work related to the projects in the State of Florida. He has worked on numerous watershed water quality and land development projects that have included the planning, design, engineering, inspection, permitting, environmental, sediment and materials assessments, including full construction administration and inspection services. His vast experience spans the fields of coastal systems, dredging, waterfront facilities and related structures, including buildings, parks, mining wastes, drainage and stormwater management, erosions related to walkways and roadways, wetlands and associated mitigation. He is active in many technical and civic service organizations and has twice served as the President of the Florida Lake Management Society and the past Chair of the Volusia County Association for Responsible Development and Investor's Relations Committee Chair at Team Volusia Economic Development. He has presented project technical information to City and County councils for many projects for better decision and policy making. He has the ability to visualize the long-term needs of clients and understand the economic, social, and political climates and has worked on many highly visible and controversial projects so that they can be implemented. He continually participates in professional, scientific, and marine construction conferences to keep abreast of advances in dredging, water quality, and latest marine products to educate the public and clients. He has authored many technical documents.

Technical Expertise

- Program Management and Coordination, Public Consensus Building
- Grants Preparation, presentations, administration and reporting
- Evaluating the availability of upland areas to retain the dredged sediment
- Evaluating the impacts of dredging on abutting structures such as seawalls and road and railway bridges
- Design aspects of seawalls, rock revetments, wave-breaks, slope protection, geotextiles
- Design aspects of ramps, piers, docks, boardwalks, marinas
- Environmental impacts on wetlands, listed plant and animal species

Project Experience

- Lake County Water Authority NuRF, Water Control Structures, and Park Improvement Projects
- Tavares Wooton Park Seaplane and Marina Base Design
- Tavares Wooton Park Trail Design
- City of Daytona Beach Day Docks & Bulkhead Design
- St. Lucie County Taylor Creek Restoration Dredging & Shoreline Stabilization
- Volusia County Plaza Blvd. Beach Approach Improvements
- Volusia County Lemon Bluff & Shell Harbor Marine Parks
- New Smyrna Beach Public Mooring Field
- Smyrna Dunes Park Boardwalk
- Volusia County Lemon Bluff Marine Park
- Daytona Beach Grand Seas Resort Seawall
- Ormond Beach Residence Inn Seawall Evaluation and Design
- Volusia County Sun Globe Pier Seawall and Beach Access

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Curtis N. Todd, P.E. – Sr. Structural/Roadway Engineer

Education

Pre-engineering – Southern Illinois University, Carbondale, IL

Civil Engineering – University of Akron, Akron, OH

Experience/Years with firm: 40/15

Professional Affiliations

Florida Engineering Society (FES)
Volusia County Association for Responsible Development (VCARD)

Registrations

P.E. Registration, State of Florida, # 37136

Availability

35%

Background / Responsibilities / Port Orange, FL

Mr. Todd has been with DMC for 15 years and has nearly 40 years of experience in the field of Civil Engineering. He is knowledgeable in dredging, structural design, site development, waterway parks and infrastructure projects. He has designed and permitted a vast number of projects, ranging from stormwater structures and surface water management; dredging, seawalls, boat ramps, docks, marinas and shore stabilization; residential, commercial, industrial and recreational development plans; roadway and interchange designs, bridges; permitting to construction, inspection and compliance monitoring. He served as the Chief Engineer of Record for over 55 miles of Canal Conveyance Capacity work that DMC completed for MacTech Engineering and its assigned canal work by the South Florida Water Management District. He brings his experiences of design from all parts of the state as well as nationally. Mr. Todd also coordinates site plans with Architects to provide well designed multifaceted projects. He has permitting experience with local, county, state and federal government agencies, including Water Management Districts, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers.

Technical Expertise

- Site Drainage, Stormwater and Canal Conveyance Capacity
- Roadway & Parking Grading and Drainage
- Local, Stage, and Federal Permitting
- Project Management, Coordination, QA/QC
- Zoning Ordinance Compliance and Landscaping
- Value and Structural Engineering
- Parks, Parking, and Civil Engineering Design
- Water, Sewer, and Electrical Amenities Design
- American Disabilities Act Requirements and Safety
- Stormwater Design and Permitting
- Site Accessibility and Multimodal Reviews

Project Experience

- Port Orange B-23 Canal Dredging and Seawall
- Taylor Creek Restoration Dredging
- Home Depot Stormwater Pond Improvements
- Port Orange Riverwalk Park, Bulkhead, Piers, Wave Break
- Port Orange Causeway Park Boat Improvements
- Daytona Beach Riverfront Park Seawall Replacement
- New Smyrna Beach Riverside Park Bulkhead Wharf Repair

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Walter H. Faulk Jr., P.E. – Sr. Geotechnical Engineer

Background / Responsibilities

Mr. Faulk has 15 years of experience working on projects that require unique and specialized geotechnical engineering solutions. He has participated in a large number of projects including but not limited to the following: design of dams and levees; stability of embankments; stability of rigid and flexible retaining structures; stability of deep excavations; design and construction of seepage barrier walls; design and construction of slope revetment systems; design of external and internal seepage control systems and appurtenances; design of stormwater drainage facilities and appurtenances; design and implementation of subsurface soil stabilization and ground improvement systems; design of shallow and deep structural foundations; and the development of Engineer's Opinion of Probable Construction Cost (OPCC) in compliance with relevant U.S. Army Corps of Engineers (USACE) and Comprehensive Everglades Restoration Plan (CERP) engineering design documentation. Mr. Faulk has substantial experience collaborating with other engineering firms in addition to local, county and state municipalities, and government agencies, which include the following: FEMA, NRCS, USDA, FDOT, FDEP, SFWMD, and USACE.

Education

B.S., Civil Engineering, University of Florida,

M.S., Civil Engineering-Geotechnical Emphasis, University of Florida

Experience/Years with firm: 15/2

Availability

50%

Technical Expertise

- Geotechnical Investigation and Data Analysis
- Design of Subsoil stabilization and Foundation Systems
- Design of Revetments and Slope Stabilization Measures
- Reservoirs and Stormwater Facility Design
- Safety Assessment of Earthen Levees, Dams and Similar Structures
- Value and Structural Engineering
- Site Erosion control
- Roadway and Parking Grading and Drainage
- Site Civil Engineering and Planning
- GeoStudio slope/w & seep/w, Ensoft L-Pile

Project Experience

- St. Lucie County North Causeway Park Foundation Analysis
- St. Lucie County Taylor Creek Restoration Dredging Berm Analysis
- St. Lucie County Lakewood Park Culvert Foundation and Stability Analysis and Design
- Collage Construction Hyatt Place New Smyrna Beach
- Marion County Ray Wayside Park Boat Ramp
- Silver Hills Seawall Replacement Geotechnical Analysis
- Rush Marine Sunrise Park Pedestrian Bridge Foundation Design

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Alexis Sorrell, E.I., M.E. – Coastal Engineer

Educotion

B.S., Civil Engineering, University of Evansville, Evansville Indiana

M.E., Coastal & Oceanic Engineering, University of Florida

Experience/Years with firm: 4/3

Professional Affiliations

COPRI University of Florida Student Chapter

American Society of Civil Engineers (ASCE)

Chi Epsilon Civil Engineering Honors Society

Tau Delta Kappa Engineering Honors Society

Availability

35%

Background / Responsibilities

Alexis Sorrell has 4 years of experience in the field of Civil Engineering with an emphasis in coastal and marine structures. She is knowledgeable in stormwater impacts, beach re-nourishment, dredging, structural design, and infrastructure projects. She is currently involved on a great number of projects pertaining to stormwater structures, dredging, seawalls, boat ramps, docks, marinas, shoreline stabilization, pedestrian walkways/bridges and construction inspection and compliance monitoring. Mrs. Sorrell understands the value of commitment and initiative and she continuously provides well designed multifaceted projects. Alexis is a good leader and served as President of the University of Evansville American Society of Civil Engineers Student Chapter and was Secretary of the University of Evansville American Society of Civil Engineers Student Chapter. As integral part of DMC, Alexis has taken the lead on several coastal infrastructure and park redesign projects ensuring that all plan drawings and QA/QC protocols are followed with the utmost attention to detail and constructability. She has also assisted with grants management and cost estimation on projects that are vital to strategic funding and planning initiatives.

Technicol Expertise

- Technical Writing and Grants Preparation
- Preparations of Plans and Technical Specifications
- Waterfront Structures Design
- Coastal Construction Line Permitting
- Bidding Assistance and Construction Inspection
- Coastal Structures Assessments
- QA/QC

Project Experience

- Lake County Water Authority Hickory Point Boat Ramp Improvements
- St. Lucie County North Causeway Park Redesign and Improvements
- St. Lucie County Fisherman's Wharf Boat Ramp and Bulkhead
- St. Lucie County Taylor Creek Restoration Dredging
- St. Lucie County Lakewood Park Stormwater Culvert Improvements
- Volusia County Plaza Boulevard Beach Approach Improvements
- Volusia County Lemon Bluff Park Design
- Ormond Beach Cassen Park Wave-break, Boat Ramp, Docks
- New Smyrna Beach Buena Vista Pier & Esther Street Park Docks
- Holly Hill Riverfront Park Boat Ramp and Shoreline Improvement
- Volusia County City Island FEMA Seawall Design & Engineering
- Volusia County River Rd. & Harbor Rd. Shoreline stabilization
- Volusia County Lake Ashby Park Dock Repairs
- Volusia County B-19 Canal Bulkhead Failure Assessment
- Comfort Inn Bulkhead Failure and Repairs, Private Client
- Frangible Wall Design for Coastal Project, Private Client

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Joel S. Steward, M.Sc. - Sr. Environmental Biologist

Education

B.S. Biology, College of William & Mary

M.S. Bio-Environmental Oceanography, Florida Institute of Technology

Experience/Years with firm: 40/11

Professional Affiliations

Marine Resources Council: Outstanding Service Award toward coastal restoration, 1988
NOAA: Coastal Zone Management Excellence Award nominee, 1992
SJRWMD: Employee of the Year nominee, 2008

Registrations

- **American Society of Limnology & Oceanography**
- **Coastal and Estuarine Research Federation**
- **Southeastern Estuarine Research Society**
- **Florida's Marine Numeric Nutrient Criteria Committee**
- **Co-Chair of IRL NEP Technical Advisory Committee**

Availability

55%

Background / Responsibilities

Joel Steward has over 37 years of experience in water quality and estuarine ecology with an emphasis on eutrophication science and water quality criteria related to seagrass and shellfish protection. Mr. Steward specializes in estuarine environmental planning, including remediation strategies that require involvement of multiple agencies or partnerships; developing and overseeing diagnostic and other research projects; and managing environmental watershed projects. He managed several state-mandated and regional planning initiatives such as the Indian River Lagoon (IRL) Reconnaissance Report (NOAA and FDER/CZM), Indian River Lagoon Surface Water Improvement and Management (SWIM) Plan, Turkey Creek and Sebastian River watershed initiatives, the C-1 Canal Re-diversion Project, an IRL muck-sediment dredging prioritization plan; and he assisted in the development of other plans such as the IRL restoration plan for impounded wetlands, the National Estuary Program plan for the IRL system and the SWIM plan for the Northern Coastal Basins (Tolomato, Matanzas, and Halifax R. estuaries). Mr. Steward was the lead scientist on many applied research projects that have led to the establishment of major resource management targets for water quality (and desirable trophic state) and the improvement or protection of shellfish, seagrass, and coastal wetland habitats. Examples of these research projects include the determination of restored seagrass depth limits and related light targets, salinity targets and related freshwater discharge criteria, nutrient loading limits for the IRL and NCB systems (the IRL loading limits were adopted by FDEP as TMDLs), and proposed numeric nutrient criteria for the IRL and NCB systems. Mr. Steward also directs the water quality and habitat monitoring program for the IRL system that focuses on assessing seagrass coverages and their water quality requirements, and the state of coastal wetland resources. He has also been the lead technical manager for watershed-scale projects including the Turkey Creek muck dredging project and the C-1 Re-diversion Project, which were both originally proposed and initiated by Mr. Steward. Most recently, he worked on a team of experts evaluating the algal blooms that caused faunal and floral resources impacts within the Indian River Lagoon during 2011 through 2013. He and DMC collaborated to establish a non-profit environment research and education non-profit, The Estuaries Foundation, by which he was successful in procuring research and monitoring funding for oyster reef assessment work and for creating a Consortium of agency and academic researchers to pursue more research on oyster health and ecology, water quality, living shorelines, and other estuarine resource projects.

Experience

St. Johns River Water Management District (SJRWMD) - Technical Program Manager, Coastal Basins, Division of Environmental Sciences. Coastal Basins supervisor, lead scientist and programs manager.
(Positions held from 1980 – 2022):

1980 – 83	Laboratory Chemist. Environmental water quality analyses (trace metals, TSS, TDS, alkalinity, chlorophylls, etc.)
1984 – 86	Environmental Scientist II
1987	Environment Scientist III
1987 – 2014	Technical Program Manager
2015	DMC Sr. Ecologist; Founder and Executive Officer for The Estuaries Foundation

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Kristy Michaels, B.A. – Sr. Ecologist

Education

B.A., Coastal Environmental Science,
Flagler College
Certificate of Completion
Florida Coastal, Upland Systems, and Shoreline Restoration
UF IFAS
Master Naturalist Program
Experience/Years with firm: 6/5

Professional Affiliations

Volusia County Association for Responsible Development (VCARD)
Next Generation of Responsible Development (NXRD) – Founding Member

Registrations

Florida Master Naturalist Program
Volusia County – Vice President

Availability

30%

Background / Responsibilities

Kristy has 5 years of experience in Florida's environmental science and has intimate knowledge of Florida's coastal processes and ecosystems. Kristy serves as DMC's project Ecologist and ensures environmental and permit compliance and the application of best management practices on all projects. In addition to her primary studies, Kristy also has extensive knowledge in anthropology and cultural studies. This enables her to better facilitate project design needs and public engagement in project planning and design. She has spearheaded research with invasive species and has conducted planning studies on shoreline stabilization, restoration, and habitat creation. Kristy's managerial background combined with her eclectic academic and professional experience gives her the ability to work with a holistic approach. As a published scientific author, Kristy understands the value of diligence and is committed to providing acceptable environmental solutions for cost-effective designs and mitigation plans, if needed. Kristy's ecological expertise and team-oriented work ethic makes her an integral part of our project team and enables beneficial design solutions.

Technical Expertise

- Experimental Design and Execution
- Technical Writing & Grant Writing
- Project Management, & Public Engagement
- Environmental Assessment, & Listed Species Surveys
- Wetland Delineation, Mitigation Planning
- Water Quality Assessment
- Shoreline and Habitat Restoration
- Sediment and Water Sampling and Testing
- Data Analysis and Interpretation
- State & Federal Environmental Resource Permitting & Compliance
- Oyster Reef Designs
- FWC Gopher Tortoise Surveys & FL Master Naturalist

Publications

- Changes in Sediment Characteristics upon Oyster Reef Restoration, NE Florida, USA. J Coast Zone Management 20: 442.

Project Experience

- St. Lucie County Taylor Creek Restoration Dredging
- St. Lucie County Old Fort Park Oyster Reef
- Volusia County Spruce Creek Dredging
- Daytona Beach Riverfront Park Day Dockage and Seawall
- Port Orange Riverwalk Park; Bulkhead, Piers, Wave break, Park
- Port Orange Causeway Park Dock Improvements
- Volusia County River Rd. & Harbor Rd. Shoreline stabilization
- Ormond Beach Cassen Park Wave Break, Boat Ramp, Docks, & Piers
- Volusia County Lemon Bluff & Shell Harbor Marine Parks
- New Smyrna Beach Public Mooring Field
- New Smyrna Beach Waterfront Structure Repair
- New Smyrna Beach Riverside Park Bulkhead & Wharf Repair
- Smyrna Dunes Park Boardwalk

Dredging & Marine Consultants
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Natalie Tejada, A.S. – CAD Manager

Education

A.S., Architectural & Building Technology, Daytona State

Experience/Years with firm: 4/3

Availability

35%

Background / Responsibilities

With a degree in Architectural Building and Technology, Natalie is a key pillar in the foundation of **DMC**'s artistic talents and expressing innovation in our AutoCAD deliverables. She is also a key reason why **DMC** maintains a high standard for timely deliverables as she institutes strict adherence to scheduling, project management, and quality drafting of our construction plans. Natalie's professional abilities stretch across a wide spectrum with a strong focus on quality and the timely delivery of final products. Natalie's management and technical capabilities ensure quality designs that adhere to state of art standards, both internal and external. She will serve as a key assigned staff to ensure that the client receives consistent communication, project progress and status updates. She will ensure that **DMC** delivers project tasks as required and ensure that each deliverable has undergone the required QA/QC. She also ensures logging of key communications on projects and ensures that Progress Reports are provided to clients, as requested.

Technical Expertise

- Plan Set Generation and QA/QC
- AutoCAD / GIS Mapping
- Project Management
- Public Engagement
- Sediment and Water Sampling and Testing
- State & Federal Environmental Resource Permitting & Compliance
- Bid Document Review & Preparation
- Scheduling & Deliverables Tracking
- Notes & Technical Specifications
- Site Evaluation & Photo documentation
- Ensure Consistency in Communication
- Meeting Agenda & Logging of Key Communication
- Plan Set QA/QC

Project Experience

- St. Lucie County Taylor Creek Restoration Dredging
- St. Lucie County Lakewood Park Stormwater Improvements
- St. Lucie County Fisherman's Wharf & North Causeway Park
- Volusia County Dune Crossover Structures
- Volusia County Plaza Blvd. Beach Approach Improvements
- Volusia County Boylston Ave. Beach Approach Improvements
- Volusia County Browning Ave. Beach Approach Improvements
- Collage Construction Hyatt Place, New Smyrna Beach
- New Smyrna Beach Buena Vista Pier, & Esther Street Park
- Volusia County City Island Seawall Design & Engineering
- Port Orange Riverfront Park Shoreline Stabilization & Bulkhead
- Marion County Ray Wayside Park Boat Ramp Improvements

Dredging & Marine Consultants
DMC
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Bryan Liebetrau, A.S. – CAD Technician

Background / Responsibilities

Bryan Liebetrau has exceptional talent in visualizing and drawing in 3-D and has joined **DMC** to further enhance its AutoCAD deliverables. He is able to generate 3-D renderings that enable our engineers conceptualize intricate design features and identify conflicts, especially subsurface infrastructure. In addition, he generates all AutoCAD drawings and assists our talented drafting team in generating timely and well planned project plans. He also supports our senior and field professionals with lending a hand in field work, sampling and data collection. He will continue to assist with the drafting and development of project plan sets.

Technical Expertise

- Plan Set Generation
- AutoCAD / GIS Mapping
- Project Management, and Public Engagement
- Sediment and Water Sampling and Testing
- Data Analysis and Interpretation
- State & Federal Environmental Resource Permitting & Compliance
- Bid Document Review & Preparation
- Notes & Technical Specifications
- Site Evaluation & Photo documentation

Education

A.S., Engineering Technology, Daytona State

Experience/Years with firm: 3/2

Availability

30%

Project Experience

- St. Lucie County: Taylor Creek Restoration Dredging
- St. Lucie County: Lakewood Park Stormwater Improvements
- St. Lucie County: Fisherman's Wharf & North Causeway Park
- Volusia County: Spruce Creek Dredging
- Volusia County: Dune Crossover Structures
- Volusia County: Plaza Blvd. Beach Approach Improvements
- Volusia County: Boylston Ave. Beach Approach Improvements
- Volusia County: Browning Ave. Beach Approach Improvements
- Collage Construction: Hyatt Place, New Smyrna Beach
- New Smyrna Beach: Buena Vista Pier, & Esther Street Park
- City Island Seawall Design & Engineering
- Riverfront Park Shoreline Stabilization & Bulkhead
- Marion County: Ray Wayside Park Boat Ramp Improvements

Dredging & Marine Consultants

DMC

ENGINEERS • SCIENTISTS

DMC's services include the following, but are not limited to:

PLANNING

- Feasibility Project Phasing Assessment
- Planning & Public Engagement
- Grants Management & Funding Sources
- Multi-agency Coordination
- Hurricane Planning and Recovery

ENGINEERING

- Coastal & Stormwater Engineering
- Waterfront and Community Parks
- Dredging & Material Management
- Shoreline Stabilization & Protection
- Marinas, Seawalls, Docks & Ramps

ENVIRONMENTAL

- Ecological Resource Surveys
- Environmental Monitoring & Compliance
- Water Quality & Sediment Collection
- Biological, Chemical & Physical Analyses
- Coastal Reef Management

PERMITTING

- Regulatory Agency Coordination
- Mitigation Planning & Monitoring
- Environmental Resource Permitting
- Threatened & Endangered Species Relocation
- Sovereign Submerged Lands Lease Preparation

INSPECTION

- Bid Preparation and Management
- Construction Inspection & Reporting
- Structures Assessment & ADA Compliance
- Environmental Compliance Monitoring
- As-built Certification & Project Close-out

DMC is a Limited Liability Company registered in Florida with offices located in Port Orange (Volusia County), St. Augustine (St. Johns County), Ft. Pierce (St. Lucie County), and Tavares (Lake County), Florida. **DMC** is a licensed engineering firm, a State of Florida Certified Minority Business Enterprise (MBE), a FDOT Disadvantaged Business Enterprise (DBE) and South Florida Water Management District Certified Small Business Enterprise (SBE).

Website: www.dmces.com

Dredging & Marine Consultants
DMC
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Grant Assistance

DMC has assisted with securing and managing grants from agencies such as the Florida Inland Navigation District, Natural Resources Conservation Service, Florida Fish & Wildlife Conservation Commission, Federal Emergency and Management Administration, Florida Department of Transportation, Florida Department of Environmental Protection, and the US Department of Housing and Urban Development (HUD) through their Community Development Block Grant Programs. **DMC** has successfully assisted many municipal and county governments with securing grant funding and with phasing projects so that dollars could be leveraged with multiple funding sources. We are always proactive in seeking funding strategies to ensure that our design projects are built and not seat of shelves!

SMART SEAWALL

Smart Seawall Technologies, Inc. is redefining shoreline protection for the twenty-first century and beyond. Our patented technology absorbs and redirects wave energy away from the shoreline and back to its natural environment. In addition, our Gen 2 systems have aquatic elements to sustain marine habitats and create elegant shoreline protection in harmony with nature. We have a comprehensive and holistic process that includes:

- Conceptual Design & Engineering
- Manufacturing or our patented Smart Sewall Technologies
- Project Management
- Implementation by SST experts collaborating closely with renowned advisors and consultants to select to select the best Smart Seawall series solutions for your project(s).

Our Research and Development team continually pushes the boundaries of what shoreline protection should and could be. The foundation of our R&D is based on the principle of embracing nature with engineering and scientific methodologies to ensure sustainable and elegant solutions for our clients. The Smart Seawall Technologies team brings one hundred years of combined expertise in shoreline development, life sciences, business, design and engineering, architectural design, manufacturing, Installation and purchasing.

With Smart Seawall Technologies, Inc. you will have peace of mind knowing your seawall is using innovative and scientifically proven technologies, fosters sustainability, and is an elegant enhancement to your waterfront property.

Website: www.smartseawall.com

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBITS

EXHIBIT "A"	**Contact 5heet**
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**
EXHIBIT "I"	**Federal Requirements for ARPA Funds**

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Shailesh K. Patel

Federal Taxpayer ID: 32-0031996

Mailing Address: 4643 South Clyde Morris Blvd., Unit 302

City, State, & Zip Code: Port Orange, FL, 32128

Telephone: (386) 304-6505 **Fax:** (386) 304-6506

Email: spatel@dmces.com

Submitted By: Shailesh K. Patel

Title: President

Accounting Contact:

Name: Dhilan Patel **Title:** Business Operations

Email Address: dpatel@dmces.com **Phone:** (386) 304-6505

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach.

2. This sworn statement is submitted by (entity) Dredging & Marine Consultants, LLC. whose business address is 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129 and (if applicable) Federal Employer Identification Number (FEIN) is 32-0031996 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Shailesh K Patel 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, must 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 must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ___The person or affiliate was placed on the convicted 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: 02/13/23

STATE OF FLORIDA
COUNTY OF VOULSIA

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 13 day of Feb, 2023 and is personally known to me, or has provided Drivers License as identification.

BRIGITTE YANET HERRERA
Notary Public, State of Florida
Commission# HH 291625
My comm. expires July 24, 2026

Notary Public
My Commission expires: 07 24 2026

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-0S RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Dredging & Marine Consultants, LLC.

CITY: Port Orange STATE: FL ZIP CODE: 32128

SIGNATURE: _____ PHONE: (386) 304-6505

NAME (TYPED OR PRINTED): Shailesh K. Patel TITLE: President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Resiliency Waterfront Bulkhead System Engineering and Design

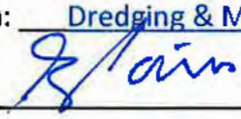
I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Dredging & Marine Consultants

Authorized Signature: 

Title: President

Date: 02/13/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SY5TEM ENGINEERING AND DESIGN

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: Shailesh K. Patel Title: President

Signature: Date: 02/13/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) Dredging & Marine Consultants,LLC. whose business address is 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129 and (if applicable) Federal Employer Identification Number (FEIN) is 32-0031996 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: ___.)

My name is Shailesh K. Patel 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 not 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.

02/13/23

Signature Date

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF VOLUSIA
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 13 day of Feb, 2023, and is personally known to me, or has provided Drivers License as identification.

Notary Signature

My Commission expires: 07242026

BRIGITTE YANET HERRERA
Notary Public, State of Florida
Commission# HH 291625
My comm. expires July 24, 2026

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05.

This sworn statement is submitted by (entity) Dredging & Marine Consultants, LLC. whose business address is 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129 and (if applicable) Federal Employer Identification Number (FEIN) is 32-0031996 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Shailesh K. Patel and my relationship to the entity named above is President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____ Date: 2-13-2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

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 13 day of Feb, 20 23, and is personally known to me, or has provided Drivers License as identification.

_____ My Commission expires: 07 24 2026
Notary Signature

BRIGITTE YANET HERRERA
Notary Public, State of Florida
Commission# HH 291625
My comm. expires July 24, 2026

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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__X___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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Dredging & Marine Consultants, LLC.	02/13/2023
Firm	Date
	Shailesh K. Patel
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

Past Claim Settled

In 2020, the City of Edgewater called upon **DMC's** insurance coverage due to an injury claim by an Individual park user. The individual lost her balance while walking on a sidewalk and stepped off the curb down to the adjoining parking area and twisted her ankle due to a grating that the City of Edgewater staff placed to cover stormwater drainage gutter, after project was completed and closed-out. There were no design issues, however the City staff placed a grate at the opening. This grate was not a **DMC** design nor was **DMC** consulted by the City however, because the City was sued it called upon the **DMC** insurance as the City was "additionally insured." Our insurance carrier agreed to partake in the settlement of this claim that would have been more costly to dispute, regardless of no fault on the part of **DMC**. This claim was settled. You may contact Mr. Lou Biron, Equity Partner, Sihle Insurance Group; Direct: 407.389.3593; LBiron@sihle.com. Sihle Insurance has covered **DMC** for all 20 years of our existence. **DMC** was not in any way responsible, nor did we advise the City to place the grate over the storm gutter, however, the guidance provided by our insurance carrier was to settle the claim as the most cost-effective avenue and bring closure to this claim. This is the only claim against **DMC** in its 20-year history.

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Dredging & Marine Consultants, LLC. _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Shailesh K. Patel, President
_____
Printed Name and Title of Contractor's Authorized Official

02/13/2023
_____
Date

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract N/A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application N/A b. initial award c. post-award	a. initial filing N/A b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,**
N/A Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	Enter Name and Address of Prime: N/A **Congressional District, if known:**
Federal Department/Agency: N/A	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: N/A
Federal Action Number, *if known:* N/A	**9. Award Amount,** *if known:* $ N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** **Print Name:** Shailesh K. Patel **Title:** President **Telephone No.:** (386) 304-6505 **Date:** 02/13/2023
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

Geosyntec consultants

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Request for Qualifications #23-05
Resiliency Waterfront Bulkhead System Engineering and Design

City of Fernandina Beach, Florida

Due: Tuesday, February 14, 2023 by 2:00pm

1200 Riverplace Blvd Ste. 710, Jacksonville, FL 32207· 904.858.1818

Geosyntec consultants

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904.858.1818
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www.appliedtm.com

February 14, 2023

Wanda Weaks, Purchasing Agent
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: Request for Qualifications (RFQ) 23-05: Resiliency Waterfront Bulkhead System Engineering and Design

Dear Ms. Weaks:

Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit our qualifications to provide professional engineering services to design a resilient waterfront bulkhead for the City of Fernandina Beach (City). We know the site well and will guide the City through the anticipated stakeholder and design challenges. These challenges include advancing the design and implementation across private waterfront lots north of Alachua Street to the port to avoid surface water levels flanking the current project; the expected high costs of completing the entire reach from Rayonier to the port; and maintaining community consensus on the importance of completing the project to protect the downtown area from future surface water impacts.

Geosyntec acquired ATM in August 2021.

ATM has provided services on more than 2,100 waterfront projects (more than 200 for municipal clients, including the City) throughout the U.S. and internationally, involving a spectrum of planning, feasibility, engineering, design, permitting, and environmental investigations.

Geosyntec is a specialized consulting and engineering firm that works with private and public sector clients to address complex problems involving the environment, natural resources, and civil infrastructure. On August 2, 2021, Geosyntec acquired **Applied Technology and Management (ATM),** an internationally recognized industry leader in the fields of waterfront consulting and marine and coastal engineering. A major factor in this acquisition was Geosyntec's desire to further expand its resources and ability to provide comprehensive waterfront and coastal services. Through ATM, we have served as the City's waterfront consultant continuously since 1996.

Capabilities and Experience

As you review our submittal, please consider the following regarding our qualifications and capabilities.

- **Depth of resources**. Our waterfront team is one of the largest and most stable in the industry, providing redundancy, variety and depth of experience, resourcefulness, and multiple layers of internal review and analysis. Fifteen team members possess advanced degrees in coastal/ocean engineering, each with a distinct understanding of the environmental forces (wind, water levels, currents, and waves) that affect coastal properties and marine structures.

- **Subject matter experts**. Our 39 years of working in and around the marine environment provides the City with valuable insight and experience throughout project planning, design and construction. We are confident in stating that no other firm has our depth of experience and expertise in marine/waterfront planning, design, permitting, and funding, combined with 30+ years in numerical modeling of marine facilities, to fully and accurately understand and protect facilities from waves, wakes, and basin oscillation.
- **Specialized project team.** Our designated principal-in-charge, project manager, and technical advisor have each served the City for more than 20 years on waterfront/marine projects. Further, all required services can be provided inhouse through our marine, geotechnical, geostructural, and environmental practitioners.

Our waterfront/marine projects for the City include:

- Marina Redevelopment Master Planning, Design, Permitting and Construction Administration
- Dredging Feasibility Analyses and Alternatives
- Post-Disaster Marine Structure Assessment, Design, Permitting and Construction Administration
- Grant Opportunities (successful!)

- **Up-to-date cost estimates**. We have been involved in the construction phases of waterfront projects valued at more than $400 million. This gives us exceptional insight into not only the physical aspects of waterfront structures, but also a network of regional marine contractors, as well as the current development cost climate and supply chain issues.

We are committed to serving and exceeding the City's expectations. Thank you for your consideration of our qualifications. We look forward to the opportunity to continue to serve the City.

Sincerely,

Rob Semmes, MS
Project Manager
Direct Telephone: 386.256.1029
rsemmes@geosyntec.com

Timothy Mason, PE
Principal-in-Charge
Direct Telephone: 904.425.2001
tmason@geosyntec.com

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TAB 1.

Representative Experience

SECTION 1. REPRESENTATIVE EXPERIENCE

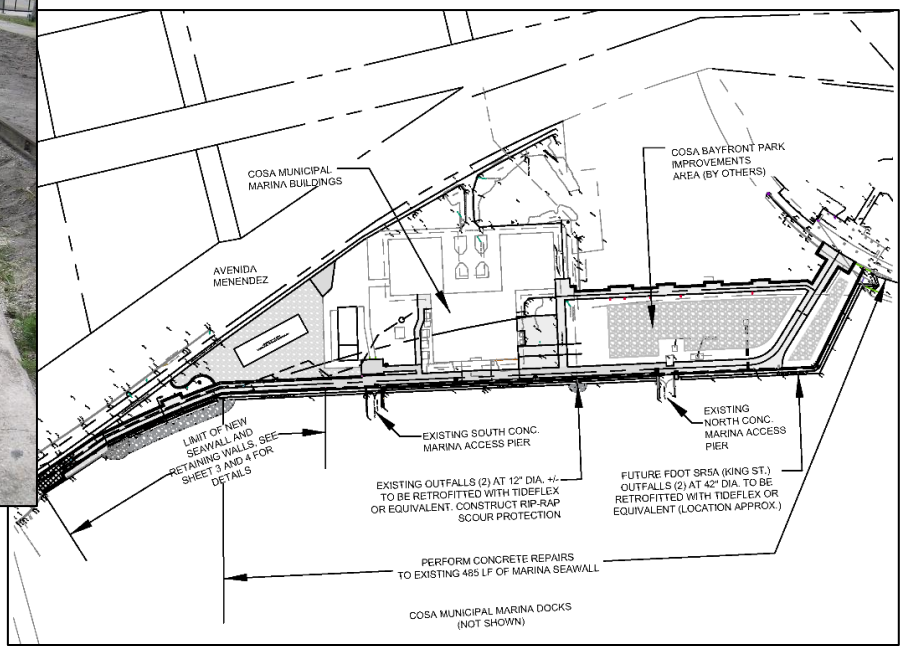
Project #1: Avenida Menendez Seawall Connectivity Hazard Mitigation Grant Program Application, St. Augustine, FL

Jessica Beach, PE, Chief Resilience Officer
Public Works Department
75 King Street
St. Augustine, FL 32084
904.209.4227
jbeach@citystaug.com

ATM, a Geosyntec Company, assisted the City with a concept design, construction cost estimate, and successful FEMA hazard mitigation grant (HMGP) application for resiliency improvements along the Avenida Menendez seawall to support larger City-led resilience initiatives. Project elements included a new 80 linear foot section of bulkhead, a retaining wall landward of the existing and proposed seawall to elevation +7.1' NAVD, an elevated sidewalk, and repairs to an existing concrete bulkhead. This improvement was pursued to tie together previously implemented resilience elements.

Relevance to Solicitation

- Resiliency
- Seawall Design
- Sea Level Rise
- Grant-Related Improvement



Consulting Fee: $25,869
Consulting Completion Date: 2019
Key Professionals: Tim Mason, PE and Phil Clancy, PE

Project #2: Crandall Bulkhead, East Nassau Development, Nassau County, FL

Larry Lyons
Rayonier
1901 Island Walkway
Fernandina Beach, Florida 32034
904.321.5532
larry.lyons@rayonier.com

As part of the due diligence phase of developing 24,000 acres on the Florida/Georgia border and the St. Mary's River, ATM, a Geosyntec Company, prepared a detailed assessment of existing shoreline stabilization and shoreline conditions along 12 miles of riverfront. This included not only detailed assessment of existing infrastructure, but also an alternatives analysis and cost estimates for shoreline stabilization improvements along critical areas of riverfront.

Relevance to Solicitation

- Bulkhead Infrastructure Analysis, Design, Permitting, and Construction Administration
- Inspection and Assessment
- Shoreline Stabilization

This resulted in bulkhead and revetment permitting, design, bidding, and construction along 2,090 linear feet of the St. Mary's River. Extreme water levels, currents, variable erosion issues, and shoreline and waterfront access were all key factors in the project. Construction was completed in 2012. ATM inspected the bulkhead in 2017 to assess conditions and determine if there were any necessary maintenance or corrective actions.

Consulting Fee: $165,940
Consulting Completion Date: 2012 and 2017
Key Professionals: Tim Mason, PE and Pete Peterson, PE

Project #3: Savannah Riverwalk Bulkhead Assessment, Savannah, GA

Peter Shonka, PE (served as project manager when previously employed by the City of Savannah)
Director of Utilities & Engineering
Catawba County, NC
25 Government Drive, NC 28658
828.465.8973
pshonka@catawbacountync.gov

Ground surface movement and distress were noted after the construction of a one-half mile long extension of the riverwalk bulkhead. The distress was observed in the easternmost portion of the project, extending over a distance of approximately 500 linear feet. Repairs to the affected 500 linear foot portion were made by the designers of the original bulkhead system. The City of Savannah subsequently requested that Geosyntec perform an independent, third-party assessment of the stability of the repaired areas and the remainder of the one-half mile long bulkhead extension. The assessment included recommendations for additional repairs, if warranted, so that the bulkhead extension could support further development of the riverfront district.

Relevance to Solicitation

- Forensic Assessment and Remediation of Bulkhead Stability
- Geotechnical Site Investigation
- Geotechnical Engineering Analysis
- Structural Engineering Analysis

Geosyntec performed additional cone penetration testing and vane shear testing of the soils. This information allowed for a more complete understanding of the variation in subsurface layer stratigraphy and the soils' engineering properties. Once the geotechnical site model was developed, Geosyntec performed geotechnical and structural analyses to assess overall stability of the bulkhead extension. Independent analyses included: (i) internal geotechnical stability; (ii) internal structural stability; and (iii) global stability. These analyses were performed under a variety of loading conditions including static, seismic and extreme flooding scenarios. The seismic analysis performed utilized a pseudo-static approach and a numerically based performance approach.

The results of the site investigation and analysis indicated that a portion of the bulkhead required additional stabilization under the design seismic conditions. Therefore, Geosyntec developed a relatively simple and inexpensive remedy consisting of the addition of a rip rap buttress on the toe-side of the bulkhead along a select portion of the alignment.

Consulting Fee: $226,081.76
Consulting Completion Date: 2011
Key Professionals: Will Tanner, PE

Project #4: Marine Engineering Projects, Nustar Energy, Jacksonville, FL

Robyn Langford
Nustar Terminal Operations Partnership
6531 Evergreen Avenue
Jacksonville, FL 32208
832.536.3195
Robyn.Langford@nustarenergy.com

Geosyntec was retained by NuStar Energy, L.P. (NuStar) to provide engineering design, consulting, permitting, and construction oversight of marine structures at its terminal facility in Jacksonville, Florida.

Relevance to Solicitation

- Bulkhead Design and Permitting
- Shore Protection Design and Permitting
- Mooring Dolphin Structure Permitting
- Construction Oversight

Bulkhead

Geosyntec performed an engineering study for a permanent repair (mitigation) of severe erosion experienced at the earthen containment dike of the southernmost gasoline storage tank at the terminal. A sheet pile bulkhead was used to protect part of the containment dike along the shoreline of the St. Johns River tributary but did not extend to the section where erosion occurred. Geosyntec reviewed a preliminary engineering design that included a temporary repair (using gabion baskets) and permanent repair (using sheet pile walls) and recommended extension of the sheet pile bulkhead to provide permanent solution to the shoreline erosion problems.

Geosyntec performed a site reconnaissance and directed topographic survey to establish a site survey of the limits of erosion requiring repairs and subsequently directed geotechnical investigation for site subsurface conditions and design recommendations for the sheet pile wall design and installation. This information was used to prepare the final engineering drawings and specifications for construction. As part of the permitting, Geosyntec attended a pre-application meeting with the Florida Department of Environmental Protection (FDEP), coordinated a site visit/inspection, and provided oversight during the topographic surveys and geotechnical investigation, and applied for an environmental resource permit (ERP). Upon issuance of the permit, Geosyntec provided limited construction oversight during construction.

Mooring Dolphin

A permanent mooring dolphin structure was damaged by a ship and a temporary mooring dolphin structure was installed thereafter. Geosyntec was asked to secure a permit to install a replacement permanent mooring dolphin structure. Geosyntec successfully obtained an ERP from FDEP and provided oversight of pile testing and inspection work during construction.

Consulting Fee: $90,806
Consulting Completion Date: 2018
Key Professionals: Kwasi Badu-Tweneboah, PhD, PE

Project #5: Maximo Marina Redevelopment, St. Petersburg, FL

Colleen Clark, Associate
Bixby Bridge Capital, LLC
555 Skokie Blvd, Suite 5555
Northbrook, IL 60062
847.313.6416
cclark@ebixby.com

Relevance to Solicitation

- Bulkhead Design and Permitting
- Engineering Feasibility
- Permitting
- Plans and Specifications
- Bidding and Construction Phase Services

Upon completion of initial assessments, ATM, a Geosyntec Company, was retained to implement a marina redevelopment plan. The project scope included replacement of 4,800 linear feet of steel bulkhead with concrete cap, retaining through-bulkhead storm water functions, and renovation of drainage network on property to accommodate regional discharges routed to the marina basin (catchment of over 277 acres). The bulkhead design included raising the bulkhead cap elevation and regrading the landside in anticipation of sea level rise for improved resilience.

The project also included a new underground high voltage electrical network, a low voltage ground fault monitoring system, new floating concrete docks, boat lifts, upgraded upland fuel distribution network, new floating fuel dock (i.e., high speed dispensers) and marina roof structures.

The completed marina is a unique asset that offers state-of-the-art floating fuel dock, covered slips for vessels up to 100 feet, and covered boats lift slips for vessels up to 36 feet and 24,000 pounds. It can serve more than 200 vessels in wet slips, 142 of which are covered and 58 equipped with covered boat lifts. The facility can also accommodate an additional 88 vessels within inside storage racks and another 200 vessels in outside dry rack storage.

Consulting Fee: $677,799.73
Consulting Completion Date: 2018
Key Professionals: Rob Semmes; Pete Peterson, PE; Tim Mason, PE

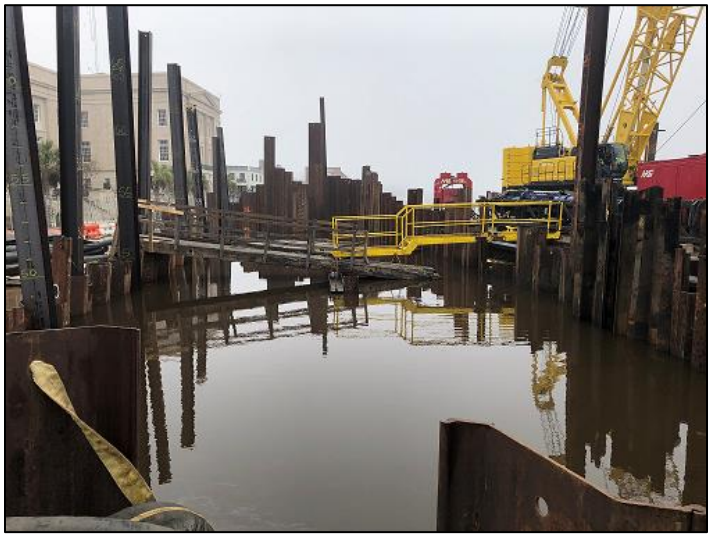
Project #6: U.S. Coast Guard (USCG) Cutter Diligence Mooring, Wilmington, NC

Vince Burgess
Burgess Corporation
1551 Point Harbor Road
Wilmington, NC 28401
910.990.2484
vinceb@burgesscorporation.net

Geosyntec adroitly executed an accelerated redesign of the mission critical support facilities to a USCG bulkhead mooring. The outdated bulkhead was failing with extensive cracking and deflection aggravated by numerous hurricanes and flooding events and already beyond the end of its service life. USCG sought to perform repairs to the existing system. Geosyntec partnered with a local HUBZone small business engaged to make the repairs and proposed an aggressive design-build value-engineered (VE) alternate consisting of a replacement of the existing system with a new bulkhead and load platform.

Relevance to Solicitation

- Bulkhead Design and Permitting
- Geotechnical Investigation and Design
- Value-Engineered Alternate



The VE alternate consisted of new high-capacity sheet piles that were laterally supported at the ground surface by a pile supported reinforced concrete loading platform. The new system provides for adaptation to rising water levels and resiliency for larger design storm and flood events. Geosyntec provided geotechnical investigation and design services for the VE alternate.

The final VE design resulted in a smaller project footprint and acceptable construction costs. The smaller project footprint allowed the waterfront street and several businesses to remain open during the project duration. These VE project benefits allowed the USCG to move forward with its construction scope.

Consulting Fee: $247,285
Consulting Completion Date: 2022
Key Professionals: Will Tanner, PE; Terry Holman, PhD, PE

TAB 2.

Team Credentials

SECTION 2. TEAM CREDENTIALS

ORGANIZATION OF PROJECT TEAM

The Geosyntec Team can provide all needed services in-house with the below identified key professionals. One-page resumes are provided on the following pages. Please note that these 10 professionals are dedicated to the City and an additional 15 professionals are available, if needed.

No.	Name	Discipline	Role	Total Years Experience	Highest Degree Earned	Credentials
1	Tim Mason	Waterfront Engineering	Principal-in-Charge/ Senior Principal Engineer	30	ME	PE
2	Pete Peterson	Waterfront Engineering	Technical Advisor- QA/QC Principal Waterfront Engineer	35	MS	PE
3	Rob Semmes	Waterfront Consulting	Project Manager/ Client Service Manager	34	MS	--
4	Terry Holman	Geostructural Engineering	Senior Principal Engineer	27	PhD	PE
5	Will Tanner	Geostructural Engineering	Principal Engineer	20	MS	PE
6	Mustafa Saadi	Geotechnical Engineering	Senior Engineer	18	PhD	PE
7	David Vance	Environmental Restoration and Permitting	Principal Geologist	18	MS	PG
8	Gary Bazemore	Hydrographic and Land Surveying	Senior Surveyor and Mapper	34	BS	PSM
9	Michael Mann	Waterfront Engineering	Professional Engineer	13	BS	PE
10	Phil Clancy	Waterfront Engineering	Professional Engineer	7	BS	PE

TIM MASON, PE

PRINCIPAL-IN-CHARGE | 30 YEARS EXPERIENCE

Areas of Specialization

- Marina and Coastal Engineering
- Waterfront Project Master Planning and Feasibility
- Coastal and Nearshore Structures
- Shoreline Protection and Restoration
- Design and Construction Documents
- Construction Contract Administration

Education

- ME, Coastal and Oceanographic Engineering, University of Florida, 1993
- BS, Ocean Engineering, Florida Atlantic University, 1991

Professional Registrations

- Prof. Engineer, FL, No. 74424, 2012
- Prof. Engineer, SC, No. 18341, 1997
- Prof. Engineer, DE, No. 12271, 2001
- Prof. Engineer, NC, No. 29747, 2004
- Prof. Engineer, NJ, No. 24GE05079100, 2013
- Prof. Engineer, U.S. Virgin Islands, No. 0-13896-1B, 2002

Summary of Experience

Mr. Mason has extensive experience in coastal and waterfront engineering, development and management projects. His experience includes all phases of project implementation: planning and feasibility, permitting, design, plans and specifications, tendering/bidding, and construction phase. He has significant experience in geotechnical evaluations for shoreline stabilization structures.

Relevant Project Experience

Avenida Menendez Seawall Connectivity Hazard Mitigation Grant Program Application, St. Augustine, FL. Assisted the City with a concept design, construction cost estimate, and FEMA hazard mitigation grant application for resiliency improvements along the Avenida Menendez seawall to support larger city-led resilience initiatives. Project elements included a new 80 linear foot section of bulkhead, a retaining wall landward of the existing and proposed seawall to elevation +7.1' NAVD, an elevated sidewalk, and repairs to an existing concrete bulkhead.

Harbour Island at Marsh Landing Bulkhead Improvements, Ponte Vedra, FL. Project manager and lead engineer who supported the Harbour Island HOA with a condition assessment and recommendations for repairs and maintenance of a 5,800-foot steel sheet pile bulkhead along the intracoastal waterway. Coordinated field investigations (geotechnical and as-built survey) and developed preliminary repair plans and cost estimates. Prepared bid documents for repair work, processed permit approvals, and assisted with bid review and recommendations. Provided construction phase support services and reviewed potential impacts of maintenance dredging on the bulkhead.

Fort George Island Marina Coastal Engineering Consulting, Jacksonville, FL. Following initial dredging for a marina basin along the St. Johns River, rapid sedimentation prompted a permit modification request to construct a shore-perpendicular submerged bulkhead. Reviewed site information and historical data developed a summary of local environmental factors, sediment transport estimate, and opinion of potential impacts of the proposed bulkhead structure on the local shoreline and adjacent properties.

South Beach Road Vertical Seawall, Martin County, FL. Developed conceptual design alternatives, permit applications, contract documents, and cost estimates for a 550-foot steel sheet pile structure for the Martin County Engineering Department.

PETE PETERSON, PE

PRINCIPAL WATERFRONT ENGINEER | 35 YEARS EXPERIENCE

Areas of Specialization

- Coastal and Nearshore Structures
- Marina and Boat Ramp Facility Planning, Design and Permitting
- Dredging Support
- Port and Harbor Design
- Marine Environmental Impact Assessments
- Ocean Engineering

Education

- MS, Ocean Engineering, Florida Institute of Technology, 1991
- BS, Mechanical Engineering, West Virginia University, 1986

Professional Registrations

- Prof. Engineer, FL, No. 49294, 1995
- Prof. Engineer, VA, No. 0402037891, 2002
- Prof. Engineer, TX, No. 98-182, 2006
- Prof. Engineer, NC, No. 044830

Summary of Experience

Mr. Peterson has an extensive background in oceanographic and water-related activities from construction and environmental perspectives. He is responsible for all facets of marine projects, including planning, design, permitting, and construction. His experience includes large marine construction projects involving commercial docks, piers, revetments, seawalls, bulkheads, jetties, dredging, and mooring facilities.

Relevant Project Experience

Crandall Timber Bulkhead Permitting and Design, Nassau County, FL. Design engineer and principal construction inspector for a 2,089-linear-foot timber bulkhead constructed along St. Mary's River. The bulkhead was in high energy riverine environment and constructed to alleviate high erosion rates.

Lighthouse Point Dredge and Bulkhead Permitting, Jacksonville, FL. Project engineer overseeing the design and permitting of a new marine facility to include wet slip expansion, dredging, and bulkhead design.

Nokomis Seawall Study, Sarasota County, FL. Lead engineer on inspection of an existing seawall. Provided recommendations for repair and maintenance of the seawall to extend service life.

Rotary Riverfront Park and Space View Park Shoreline Improvements, Brevard County, FL. Project engineer responsible for shoreline stabilization design and implementation of post-storm damage projects at several sites. Work included design of revetments and seawall components at public facilities.

Maximo Marina Redevelopment, St. Petersburg, FL. Project engineer responsible for oversight of large marina redevelopment. Project included new bulkheads, docks, floating structures, and related marina elements. Tasks included weekly inspections, review of shop drawings and compliance with plans and specifications, and on-site project construction review.

Waterfront Park Shoreline Improvements, Sebastian, FL. Project engineer on working waterfront improvement project that included shoreline protection enhancement, parking improvements and landscaping.

Municipal Marina Breakwater Wall Design, Sanford, FL. Project engineer for replacement wave wall at city marina. Previous timber wave wall had exceeded its lifetime and was replaced with a standard king pile system to provide protection to interior basin.

ROB SEMMES

PROJECT MANAGER | 34 YEARS EXPERIENCE

Areas of Specialization

- Waterfront Project Master Planning and Feasibility
- Marina Consulting
- Marina Market Studies and Feasibility Planning

Education

- MS, Agricultural Engineering, University of Florida, 1988
- BS, Agricultural Operations Management, University of Florida, 1986

Professional Registrations

N/A

Summary of Experience

Mr. Semmes has extensive experience in waterfront projects, specializing in marina development and revitalization and specialty environmental issues related to port and harbor development, and ecosystem assessment, restoration, and mitigation. Mr. Semmes manages all aspects of comprehensive development projects, including planning, siting, permitting, economic development and feasibility, environmental studies, mitigation, development of plans and specifications, construction supervision, permit compliance, modeling, and monitoring. **He has served the City of Fernandina Beach since 1995 including serving as the consulting client service manager for more than 10 years.**

Relevant Project Experience

Municipal Marina Consulting, Fernandina Beach, FL. Project manager for continuing services associated with the redevelopment, dredging, and post-storm repairs of the marina. Services to date: full-scale feasibility study to aid in the selection of development alternatives, design and construction scheduling, funding methods, revenue projections, and regulatory compliance issues and techniques; design and permitting of marina redevelopment and expansion; preparation of plans and specifications for replacement of the floating attenuator, removal of the south basin docks, complete dredging of the south basin, and replacement of the south basin docks (with associated utilities and access) parallel to the flow of the river currents.

Redevelopment of Maximo Marina, St. Petersburg, FL. Developed and advanced a redevelopment concept that included replacement of 4,800 linear feet of steel bulkhead with concrete cap, retaining through-bulkhead storm water functions, and renovation of drainage network on property to accommodate regional discharges routed to the marina basin (catchment of over 277 acres). The bulkhead design included raising the bulkhead cap elevation and regrading the landside in anticipation of sea level rise.

Municipal Marina Improvements, Chestertown, MD. Developed plans and specifications for planned improvements that included new fixed and floating docks, bulkhead, boat ramp with ground-out boarding float, utilities, and other appurtenances.

Research Vessel Marina, Port Everglades, Dania Beach, FL. Project manager and lead consultant for specialized permit support for redevelopment of Nova Southeastern University's (NSU's) marina near the entrance to Port Everglades. Plans included dredging, new seawalls, new floating docks and marina basin expansion. Issues included seagrass avoidance and minimization, coordination with USACE on port expansion plans and the plans' impact on NSU's facility. Evaluated and revised dredging plans, evaluated sediment and water chemistry results, and developed responses to a series of requests for additional information from the agencies.

TERRY HOLMAN, PHD, PE

SENIOR PRINCIPAL ENGINEER | 27 YEARS EXPERIENCE

Areas of Specialization

- Geotechnical and Structural Engineering
- Construction Engineering and Management
- Specialty Construction Systems and Risk Management

Education

- PhD, Civil Engineering (Geotechnical Engineering), Northwestern University, 2005
- MS, Civil Engineering (Geotechnical Engineering & Engineering Geology), Drexel University, 2000
- BS, Civil Engineering (Geotechnical Engineering & Engineering Geology), Drexel University, 1995

Professional Registrations

Professional Engineer: Colorado, Connecticut, Florida, Georgia, Illinois, Michigan, Minnesota, Missouri, New Jersey, New York, North Carolina, Pennsylvania, South Carolina, Texas), Utah, and Virginia

Summary of Experience

Dr. Holman's experience focuses on geotechnical and structural engineering; design; construction management; specialty geotechnical construction; heavy-civil construction; and environmental demolition. He provides design and constructability assessment of structures, including marine bulkheads.

Relevant Project Experience

Portsmouth Marine Terminal, Virginia Port Authority, Portsmouth, VA. Lead designer for design-build geostructural stabilization of 1,550 LF of bulkheads. Led team of geotechnical and structural engineers in use of numerical analyses to predict displacements and loads in soft ground conditions and conventional structural development of tierod and deadman pile anchor systems.

National Grid Glenwood Landing Bulkhead, Glenwood Landing, NY. Design and construction of 56 permanent tieback anchors for support of new steel sheet pile marine bulkhead wall in active power plant. Developed zoned post-grouting routines to increase anchor capacities in medium dense silty sand deposits and to sustain test loads up to 150% of working design load.

Motiva Brooklyn Terminal, Brooklyn, NY. Design and construction of 53 permanent tieback anchors, 15 tiedowns, and 40 toepins for support of new steel sheet pile marine bulkhead wall in active waterway. Developed drilling methods for anchor lengths up to 120 feet long to extend into bedrock.

U.S. Coast Guard (USCG) Cutter Diligence Mooring, Wilmington, NC. Provided subject matter expert assistance and internal review on repair of existing bulkhead mooring. Offered a value-engineered (VE) alternate consisting of a replacement to the existing system with a new bulkhead and load platform. The VE alternate consisted of new high-capacity sheet piles that were laterally supported at the ground surface by a pile supported reinforced concrete loading platform. The final VE design resulted in acceptable construction costs that allowed USCG to move forward with a construction scope.

Gowanus Canal Superfund Site, Borough of Brooklyn, NY. Project leader for four major technical areas: bridge assessment and stabilization, new turning basin construction, marine bulkhead stabilization, and in-situ solidification of soft sediments (ISS). Responsible for development of assessment and investigation system for over 20,000 LF of existing timber, concrete, and sheet pile bulkheads in various conditions with unknown foundation characteristics.

WILL TANNER, PE

PRINCIPAL ENGINEER | 20 YEARS EXPERIENCE

Areas of Specialization

- Geostructural Design and Engineering
- Geotechnical Investigation, Analysis and Design
- Foundation and Earth Retention Design

Education

- MS, Geotechnical Engineering, Louisiana State University, 2004
- BS, Civil Engineering, Louisiana State University, 2002

Professional Registrations

- Prof. Engineer, FL, No. 85687
- Prof. Engineer, SC, No. 40431
- Prof. Engineer, GA, No. 033682
- Prof. Engineer, NC, No. 039585
- Prof. Engineer, AL, No. 37774-E

Summary of Experience

Mr. Tanner is involved in the design and construction of a variety of deep foundation and earth retention systems. His experience and knowledge of deep foundations ranges from: (i) drilled piers; (ii) driven steel piles; (iii) driven concrete piles; (iv) cast-in-place piles, and (v) micropile systems. His experience with earth retention technologies include: (i) soil nail walls; (ii) temporary and permanent steel beam and lagging; (iii) temporary and permanent sheet pile walls; (iv) a variety of soil and rock anchors; and (v) deep soil mixing for large retaining structures.

Relevant Project Experience

Savannah Riverwalk Bulkhead, Savannah, GA. Lead project engineer in the Phase 3 and Phase 4 forensic assessments of the design and construction of an approximately ½ mile long extension of the City of Savannah's existing riverwalk bulkhead system. The assessment was preceded by a global stability failure and repair by others of the easternmost approximately 500 linear feet of the bulkhead. The assessment included a detailed interpretation of existing subsurface conditions, review of construction QA/QC documents, critical analysis of various design elements of the bulkhead system including sheetpile bending capacity, tip embedment, anchor capacity, global stability, and system behavior under static and seismic loading conditions.

Seascape at Holden Beach, Holden Beach, NC. Project manager on the assessment of the stability of an approximately 2,000 linear foot marine sheet pile bulkhead and the effects of the as-built condition of the stormwater collection system on the draining of a pre-existing wetland.

U.S. Coast Guard (USCG) Cutter Diligence Mooring, Wilmington, NC. Engineer-of-record for the geotechnical design of the new pile system associated with the value-engineered (VE) alternate that replaces the existing bulkhead mooring system with a new bulkhead and load platform. The VE alternate consisted of new high- capacity sheet piles that were laterally supported at the ground surface by a pile supported reinforced concrete loading platform. The final VE design resulted in acceptable construction costs that allowed USCG to move forward with a construction scope.

Hansel Stormwater Pond Improvements, Orlando, FL. Technical lead and task manager for the design of the sheet pile retaining structure and drivability analysis associated with upgrades (deepening and widening) to an existing stormwater pond. Grade separation between the new pond bottom and the ground line was accomplished utilizing a sheet pile retaining structure. Assessed the effects of driving the sheets on nearby structures, positioned on adjacent property.

MUSTAFA SAADI, PHD, PE

SENIOR ENGINEER | 18 YEARS EXPERIENCE

Areas of Specialization

- Geotechnical Engineering and Civil Design
- Geostructural Design

Education

- PhD, Civil Engineering, University of Michigan, 2012
- MS, Civil Engineering, University of Michigan, 2008
- MEM, Engineering Management, American University of Beirut, 1998
- BE, Civil Engineering, American University of Beirut, 1996

Professional Registrations

- Prof. Engineer, FL, No. 93460
- Prof. Engineer, GA, No. 039753
- Prof. Engineer, KY, No. 34238
- Prof. Engineer, MI, No. 6201061379
- Prof. Engineer, OH, No. 83608

Summary of Experience

Dr. Saadi provides technical expertise in geotechnical engineering. He is responsible for design related to geotechnical and structural engineering projects including overall stability of slopes, sheet pile and pier foundation evaluation, site investigation planning, and soil parameter derivation. Dr. Saadi is involved in design and implementation of remediation projects including design of subsurface barrier systems, in-situ soil solidification/stabilization, and subaqueous sediment capping.

Relevant Project Experience

Onondaga Lake WB-B/HB Sheetpile Wall (West Portion) Construction Support, Syracuse, NY. Performed internal stability analysis for existing sheet pile wall using the Shoring Suite computer program, and global stability analysis for stockpile material using the Slide program. Performed additional sheet pile wall calculations using the SupportIT program. Performed calculation checks for the demobilization of the dredging equipment.

Cofferdam Failure Analysis, US Department of Justice, CERP Site 1 Impoundment, Southeastern U.S. Provided forensic geotechnical and geostructural consulting services for the assessment of a temporary sheet pile wall failure during modifications to an existing levee.

Benning Yard Corrective Action Plan, CSX Transportation, Washington, DC. Performed lateral steel pile deflection analysis at the pier foundations of the Highway 295 (Anacostia Freeway) Bridge Overpass using the computer program L-PILE. Developed addendum design drawings for gabion baskets options at culvert junction area and assisted in review of Corrective Action Plan bids.

Gowanus Canal Superfund Site, Borough of Brooklyn, NY. Performed historical geotechnical data review and prepared a summary of subsurface stratigraphy and material properties. Worked on the geotechnical parameters' derivation package, and oversaw its completion, including incorporating data from the canal bulkheads investigation. Worked on the capping design geotechnical calculation packages including dredge slope stability, capping slope stability, bearing capacity, and settlement calculations, and a desktop study for the geotechnical evaluation of cap amendments. Reviewed, analyzed, and summarized the geotechnical data in the dredged material treatability study, and developed the corresponding calculation package for the geotechnical properties of treated sediment.

Natural Gas Compressor Station, Moore, SC. Prepared a summary of supplemental geotechnical investigation findings and laboratory testing program results in support of the design efforts necessary for the construction of the compressor station and related infrastructure.

DAVID VANCE, PG

PRINCIPAL GEOLOGIST | 18 YEARS EXPERIENCE

Areas of Specialization

- Regulatory Assessment and Permitting
- Mitigation Design and Compliance
- Protected Species Assessment and Negotiations
- Ecosystem Restoration

Education

- MS, Geology, East Carolina University, 2004
- BS, Geology, University of West Georgia, 1999

Professional Registrations

- Prof. Geologist, GA, No. 002156

Summary of Experience

Mr. Vance is primarily involved in ecosystem assessment and restoration. He is the technical lead on geomorphic assessments and technical studies at varying river and watershed scales from site-specific assessment and remedial design for linear and non-linear projects to watershed-scale and regional assessments (multi-state) for linear projects. Mr. Vance provides technical geomorphic assessments, authors expert reports, and provides expert testimony in depositions and at trial.

Relevant Project Experience

Bull Creek Exposure Remediation Design and Construction Support, Northeast Ohio. Led a diverse team of engineers and biologists to assess three alternative stabilization designs to restore depth of cover at the confluence of a biologically significant river corridor. The client selected an alternative that met its integrity objectives and could be permitted expeditiously with federal and state agencies. This included clearance surveys for threatened and endangered mussel species and the hellbender.

Plant T1 Redevelopment, Shaw Industries Group, Inc., Adairsville, GA. Provided environmental consulting services for redevelopment of a 100-acre industrial tract to a new 700,000-square-foot facility. Services included a Section 404 wetland and waters delineation, archaeological survey, and preparation of multiple environmental permits including a USACE Section 404 Individual Permit and a Georgia Environmental Protection Division stream buffer variance. All permits were successfully obtained in less than eight months.

Whiskey Bay Pilot Channel Feasibility Study, LA. Leading a multiproxy investigation of stabilization alternatives for an aerial ethane crossing (a 1,700-ft span) over the Atchafalaya River. Leading the performance of geotechnical subsurface investigations, bathymetric multi-beam sonar, unmanned aerial vehicle LiDAR and aerial imagery, depth of cover surveys for buried pipelines, geomorphic field observations, and historical channel migration assessment and aerial image analysis. Leading preparation of a feasibility report that outlines alternatives and potential paths forward for continued operations of the aerial crossing and the possibility of a decommissioning and replacement via a horizontal directional drill.

Public Stream and Wetland Mitigation Bank Development, GA. Conducted more than 20,000 acres of mitigation tract assessments, which involved development of scientific data collection plans, instrumentation installation, geomorphic and ecological data collection on streams, and performed routine monitoring of established sites.

GARY BAZEMORE, PSM

SENIOR SURVEYOR AND MAPPER | 34 YEARS EXPERIENCE

Areas of Specialization

- Hydrographic and Land Surveying
- Field Investigation
- Data Management and Processing
- Project Construction Surveying for Project Acceptance
- Construction Contract Administration

Education

- BS, Ocean Engineering, Florida Institute of Technology, 1987

Professional Registrations

- Prof. Surveyor and Mapper, FL, No. LS5697, 1997

Summary of Experience

Mr. Bazemore is a Florida-licensed professional surveyor and mapper with a degree in ocean engineering. He has conducted hundreds of hydrographic and land surveys since 1985. He serves as project manager for large-scale, multidisciplinary field investigations, including hydrographic, topographic, boundary, control, route and utility surveying and mapping. His hydrographic surveying experience includes bathymetric surveys, environmental resource mapping, tide and current studies and navigational support for side-scan sonar, sub-bottom sonar and magnetometer surveys.

Relevant Project Experience

Canaveral Port Authority FEMA Flood Insurance Rate Map (FIRM) Appeal, Brevard County, FL. Mapped elevations of the bulkhead cap along the south side of Canaveral Harbor to support a FIRM appeal.

Coastal Armoring Structure Inventory, Gasparilla Island, FL. Performed RTK location survey of all seawalls, revetments and groins throughout 4.1-mile shoreline. Responsibilities included acquisition of reference monument coordinates, set up of base station and processing of all RTK data collector information. Exported data points to AutoCAD environment for subsequent overlay mapping on aerial photography.

Survey Services, Port Canaveral, FL. Performed bathymetric and beach profile surveys in support of shoreline stabilization project.

Municipal Waterfront Development, Palatka, FL. Chief surveyor responsible for bathymetric survey of the City's proposed waterfront development. Survey included mapping of nearshore submerged aquatic vegetation and providing data processing and quality control checks of all acquired data.

Municipal Marina, Titusville, FL. Performed a bathymetric survey of the marina basin and a proposed mooring field in the Indian River. Also completed RTK GPS control survey and mapped the shoreline and new docks. Prepared survey drawings and legal descriptions for sovereign submerged land leases.

Port Everglades, Broward County, FL. Supervised a bathymetric survey and underwater mapping of submerged resources along berths 1, 2 and 3 in Port Everglades in support of an environmental resource permit.

Hydrographic Surveys, West Coast Inland Navigation District, FL. Performed hydrographic surveys for seven areas including Jaffa Canal/ Phillippi River in Sarasota County, Powel-Crosley Museum waterfront on Sarasota Bay, Longboat Pass, Coast Guard Station Cortez, Turtle Beach Channel in Siesta Key, Hatchett Creek in Venice and Skyway Bridge Channel in Pinellas County.

MICHAEL MANN, PE

PROFESSIONAL ENGINEER | 13 YEARS EXPERIENCE

Areas of Specialization

- Waterfront Structures
- Waterfront Planning, Design and Permitting
- Data Collection
- Coastal Conditions Analysis
- Site Inspections
- Construction Administration
- Post-Construction Monitoring
- Grant Funding

Education

- BS, Ocean Engineering, Florida Institute of Technology, 2009

Professional Registrations

- Prof. Engineer, FL, No. 85217, 2018
- Prof. Engineer, SC, No. 37050, 2019
- Prof. Engineer, GA, No. 44882, 2019
- Prof. Engineer, VA, No. 61305, 2019

Summary of Experience

Mr. Mann has a broad range of experience in waterfront and coastal projects. His tasks include project design, regulatory permitting, construction administration, and post-construction monitoring. He facilitates the planning and permitting of water access facilities (docks, ramps) in coastal rivers and assists in the planning and design of large-scale commercial and private docks on freshwater lakes. He regularly engages with state and federal agencies during the design, permitting and construction process of projects to assure regulatory approvals.

Relevant Project Experience

Bridge Abutment Shoreline Stabilization Alternatives, Fripp Island, SC. Led concept development design of alternative structures to protect an erosional area at bridge. Alternative layouts included coastal structures, revetments, and dune structures to prevent road washout.

St. Simons Island Revetment Rehabilitation Hazard Assessment, Glynn County, GA. Led modeling efforts to assist in FEMA grant funding. Modeled the existing and proposed revetment conditions along St. Simons Island using the SBEACH and CSHORE programs.

Phase I Revetment Rehabilitation, Jekyll Island, GA. Staff engineer responsible for preparation of permit application and plans. Developed bid drawings, assisted with bid package development, provided construction administration services including observation, and processed as-built survey data and applications for payment.

Charleston Oceanfront Villas Seawall Inspection and FEMA Engineering Support, Folly Beach, SC. Conduct annual seawall inspection and prepare a report to comply with FEMA regulations.

Cooper River Marina Assessment, Charleston, SC. Completed assessment of floating docks and marina components and determined accretion in marina using historic survey data. Developed a shoreline stabilization plan to prevent erosion along the southern end of the property caused by passing tugboats.

Mount Pleasant Memorial Waterfront Park Phase II, Mount Pleasant, SC. Provided support for wave loading calculations on a fixed wave attenuator. Supported permit document preparation and assisted with vertical wave fence load calculations.

Lighthouse Avenue Shoreline Stabilization, St. Augustine, FL. Assisted with design of revetment to protect Lighthouse Avenue from erosion during high tide events.

PHIL CLANCY, PE

PROFESSIONAL ENGINEER | 7 YEARS EXPERIENCE

Areas of Specialization

- Wind and Wave Analysis
- Evaluation of Environmental Design Conditions
- Pile Design
- Shore Protection Structures
- Permitting and Regulatory Coordination
- Construction Inspection and Administration

Education

- BS, Ocean Engineering, Florida Institute of Technology, 2016

Professional Registrations

- Prof. Engineer, FL, No. 90834, 2021

Summary of Experience

Mr. Clancy focuses on the design, permitting, and construction administration of waterfront and coastal structures. His project experience includes design and permitting of shoreline stabilization revetments, upland retaining walls and decks, floating docks, and fixed piers. He reviews met-ocean data to determine site exposure (i.e., wind, water level, and wave conditions) of various waterfront project sites within Florida and on the eastern U.S. coast. He assists on waterfront facility condition assessments/inspections and the design and specifications for floating docks, piers and wave attenuation systems.

Relevant Project Experience

Nokomis Seawall Study, Sarasota County, FL. Inspected a seawall fronting a public park along the intracoastal waterway. The inspection was completed from the upland as well as snorkeling in the river. The seawall was aging and constructed in two parts, a smaller portion of steel sheet pile bulkhead, and a larger portion of concrete panel wall. The purpose of the inspection was to develop repair and replacement timelines and associated costs, so Sarasota County could budget accordingly.

Post-Hurricane Irma Dock Inspections and Design, Jacksonville, FL. Project engineer responsible for field surveys, engineer and dive inspections, geotechnical data collection, and concept planning and reporting for recommended repairs to four City of Jacksonville waterfront project locations which experienced damage from Hurricane Irma in September 2017. Assisted in writing the report of recommended repairs, which included cost estimating for FEMA reimbursement. The sites included Dames Point Fishing Pier, Metro Park Fixed Timber Piers, Ringhaver Park Floating Kayak Dock, and St. Johns Marina Boat Landing Riverwalk Pier.

Marina Feasibility and Planning, RiversEdge (formerly The District), Jacksonville, FL. Co-authored a sea level rise assessment using USACE, NOAA, and FEMA projections for 10-, 20- and 30-year horizons to determine design water levels and design wave heights. Assisted with the preliminary layout and permitting of a 125-slip marina for an upland retail and residential development. The marina includes a floating wave attenuator, floating docks, water taxi dock, fixed boat lifts, and a kayak dock. Coordinated with various contractors to ensure constructability as well as develop an accurate construction cost estimate for all project elements.

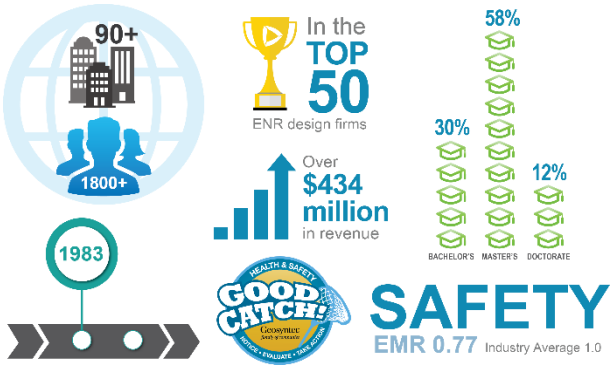
Scrub Island Marina Feasibility, British Virgin Islands. Assisted in the development of multiple concept layouts for the expansion of the marina. This included the addition of new docks, seawalls, breakwaters, and dredging. Assisted in estimating material quantities for the different concepts, which played an integral part in the feasibility report.

TAB 3.

Other Information

SECTION 3. OTHER INFORMATION

OVERVIEW OF GEOSYNTEC



Geosyntec Consultants, Inc. (Geosyntec) is a specialized consulting and engineering firm that works with private and public sector clients to address complex problems involving the environment, natural resources, and civil infrastructure. Geosyntec has a staff of more than 1,900 engineers, scientists, and related technical and project support staff located in more than 90 offices throughout the U.S. and internationally, including 11 offices in Florida. On August 2, 2021, Geosyntec acquired Applied Technology and Management (ATM), an internationally recognized industry leader in the fields of waterfront consulting and marine and coastal engineering. A major factor in this acquisition was Geosyntec's desire to further expand its resources and ability to provide comprehensive waterfront and coastal services. ATM has served the City of Fernandina Beach as its waterfront consultant since 1996.

WATERFRONT DESIGN EXPERTISE

Waterfront projects are inherently more complex than traditional upland development. Factors such as hydrodynamic loading (waves, current, tides, etc.), flooding, tropical cyclone activity, potential ecological impacts, sovereign submerged lands authorization, and construction limitations due to wetlands, critical resources, sediment contamination, etc., influence waterfront development. We specialize in the development and design of marine and coastal structures. Our marine engineering capabilities include shoreline stabilization (seawalls, revetments, breakwaters and bulkheads); planning, design, permitting and construction phase services of boardwalks, dune walkovers, fixed and floating docks, boat ramps and fishing piers; inspection of waterfront and coastal facilities, including boardwalks, dune walkovers, overlooks, trails, and mooring facilities. Fifteen staff members possess advanced degrees in coastal/ocean engineering, each with a distinct understanding of the environmental forces (wind, water levels, currents, and waves) that affect coastal properties and marine structures.

GEOTECHNICAL AND GEOSTRUCTURAL ENGINEERING

Our geoengineering practice focuses on difficult and challenging sites where the development of dependable, cost-effective foundations, and other geostructural solutions are critical to the success of the project. Our practitioners accomplish this by establishing a thorough understanding of the project site, developing a technical framework for the project, and incorporating the critical, non-engineering drivers such as schedule and project economics into the early stages of planning. For example, when a client needed to develop a critical structure near Wilmington Harbor in Delaware, we responded with a practical, cost-effective solution. Our team developed an innovative foundation design and construction methodology for very soft and compressible foundation materials that included wick drains, embankment pre-loading, and mechanically stabilized earthen walls. Our design saved the client nearly $100 million when compared to more traditional approaches proposed by others.

PERMITTING

Geosyntec has comprehensive experience in regulatory consultation and permitting of waterfront, coastal, and restoration projects in Florida through regular, proactive engagement with FDEP, water management districts, and USACE. In addition, we work closely with a range of ancillary regulatory entities, including the Florida Fish and Wildlife Conservation Commission (FWC), the U.S. Fish and Wildlife Service (FWS), the State Historic Preservation Office (SHPO), and the National Marine Fisheries Service (NMFS).

Our planning and environmental permitting staff help clients efficiently manage regulatory risk and proceed with confidence when pursuing new projects. We proactively identify critical environmental issues, develop environmental permitting strategies, and conduct field surveys and investigations to support successful permit outcomes. Our permitting specialists work closely with design teams to build projects that will meet compliance obligations. Our construction experts and environmental monitors assist during the construction phases to comply with permits.

CONSTRUCTION PHASE SERVICES

Geosyntec's engineers and supporting technical professionals provide practical experience not only with planning, permitting, and designing waterfront projects but also with constructing the projects. In fact, over the past several years, Geosyntec has been involved in the construction phases of waterfront projects valued at more than $400 million. This gives us exceptional insight into the physical aspects of waterfront structures and the current development cost climate.

PUBLIC OUTREACH AND PARTICIPATION

Because people have deep emotional connections to the water and waterfronts, these projects present unique challenges. Geosyntec has years of experience communicating with residents, lawmakers, and other stakeholders. We listen to and acknowledge their concerns, communicate complex ideas with simplicity and accuracy, and make sure they are real participants in the process. The strong working relationships we build with stakeholders helps us to successfully permit, design, and construct projects. We also have experience developing websites, software applications, and other digital products, all of which help our clients identify and reach the right audiences with the right messages to deliver meaningful interactive experiences.

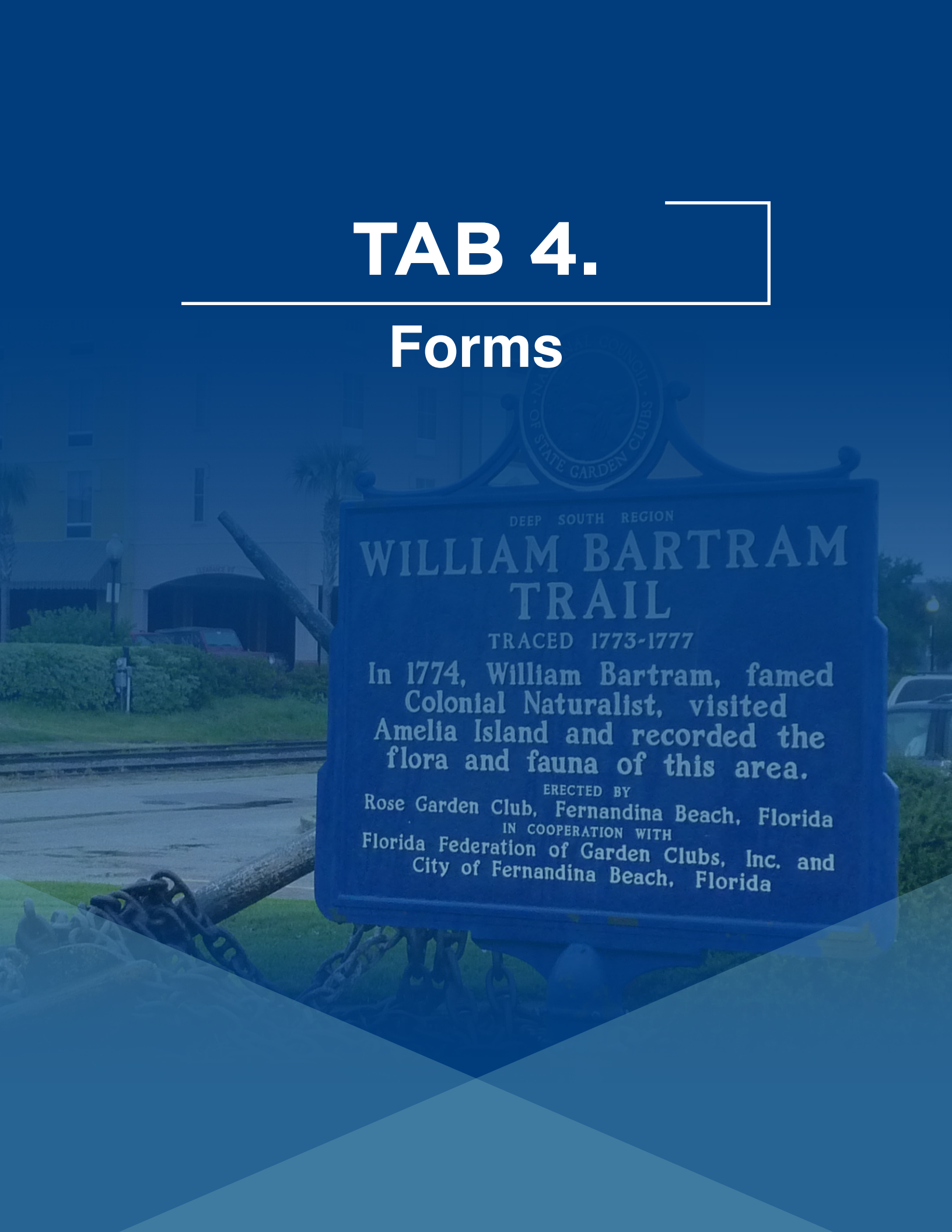
GRANT FUNDING

We are extremely successful in winning grants for waterfront clients. For instance, we have helped our clients procure approximately $38 million in Boating Infrastructure Grant (BIG) funding through the U.S. Fish and Wildlife Service. This includes 52 separate grant awards in 10 states and two U.S. territories, including funds for improvements to **the City's** municipal marina.

We provide Florida municipal clients assistance with state funding requests and compliance with state cost-sharing agreements. For example, we help municipal clients apply for and secure state funding through the Florida Inland Navigation District's (FIND's) Waterway Assistance Program. Our services on the Charles Reese Park Fishing Pier and Half Moon Park Pier, among several other public waterfront pier/dock projects for City of Jacksonville, were partially funded by FIND grants.

TAB 4.

Forms


DEEP SOUTH REGION
WILLIAM BARTRAM TRAIL
TRACED 1773-1777
In 1774, William Bartram, famed Colonial Naturalist, visited Amelia Island and recorded the flora and fauna of this area.
ERECTED BY
Rose Garden Club, Fernandina Beach, Florida
IN COOPERATION WITH
Florida Federation of Garden Clubs, Inc. and City of Fernandina Beach, Florida

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Geosyntec Consultants, Inc.

Federal Taxpayer ID: 59-2355134

Mailing Address: 1200 Riverplace Boulevard, Suite 710

City, State, & Zip Code: Jacksonville, FL 32207

Telephone: 904.858.1818 **Fax:** N/A

Email: tmason@geosyntec.com

Submitted By: Timothy Mason, PE

Title: Senior Principal

Accounting Contact:

Name: Liz Sims **Title:** Project Administrator

Email Address: lsims@geosyntec.com **Phone:** 386.256.1031

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 _RFQ 23-05: Bulkhead System Engineering and Design.

2. This sworn statement is submitted by (entity) Geosyntec Consultants, Inc. whose business address is 1200 Riverplace Blvd, Suite 710, Jax, FL and (if applicable) Federal Employer Identification Number (FEIN) is 59-2355134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Timothy Mason, PE and my relationship to the entity named above is Senior Principal.

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, must 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 must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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.)

Timothy P. Mason — 2/10/23
Signature — Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Timothy Mason who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of February, 20 23, and is personally known to me, or has provided _____ as identification.

CATHLEEN E. FOERSTER
Commission # HH 317811
Expires January 29, 2027

Cathleen E. Foerster
Notary Public
My Commission expires: 1-29-27

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Geosyntec Consultants, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32207

SIGNATURE: _____ PHONE: 904.858.1818

NAME (TYPED OR PRINTED): Timothy Mason, PE TITLE: Senior Principal

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: *Geosyntec Consultants, Inc.*

Authorized Signature:

Title: Timothy Mason, PE, Senior Principal

Date: February 10, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: Timothy Mason, PE Title: Senior Principal

Signature: Timothy P. Mason Date: February 10, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05

This sworn statement is submitted by (entity) Geosyntec Consultants, Inc. whose business address is 1200 Riverplace Blvd, Suite 710, Jax, FL and (if applicable) Federal Employer Identification Number (FEIN) is 59-2355134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Timothy Mason, PE and my relationship to the entity named above is Senior Principal.

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 not 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: 2/10/2023

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of February, 20 23, and is personally known to me, or has provided ___ — ___ as identification.

Cathleen E Foerster
Notary Signature

My Commission expires: 1-29-27

CATHLEEN E. FOERSTER
Commission # HH 317811
Expires January 29, 2027

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05.

This sworn statement is submitted by (entity) Geosyntec Consultants, Inc. whose business address is 1200 Riverplace Blvd, Suite 710, Jax, FL and (if applicable) Federal Employer Identification Number (FEIN) is 59-2355134 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Timothy Mason and my relationship to the entity named above is Senior Principal.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Date: 2/10/23

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of February, 20 23 and is personally known to me, or has provided _____ as identification.

Cathleen E. Foerster My Commission expires: 1-29-27
Notary Signature

CATHLEEN E. FOERSTER
Commission # HH 317811
Expires January 29, 2027

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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__X___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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Geosyntec Consultants, Inc.	February 10, 2023
Firm	Date
Authorized Signature	Timothy Mason, PE, Senior Principal
	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

Summary of project-related claims/lawsuits against Geosyntec in the last 5 years

Resolved Litigation: On February 1, 2018, a fourth-tiered subcontractor filed a lawsuit in Bay County (MI) Circuit Court against Geosyntec, its client, and the other entities within the contractual chain. The lawsuit alleged that Plaintiff had not been paid for work completed. The third-tiered subcontractor filed cross claims alleging it was still owed approximately $63,000 for services rendered. Geosyntec had paid all invoices submitted and was indemnified by the second-tier subcontractor. The second-tier negotiated a settlement of the claims asserted by the fourth-tiered subcontractor who dismissed its claims with respect to Geosyntec.

Resolved Litigation: On April 22, 2018, a subcontractor filed a complaint in Allegheny County, Pennsylvania to collect approximately $60,000 in disputed fees while Geosyntec was negotiating with the subcontractor. The parties negotiated a settlement of the dispute, and the lawsuit was dismissed.

Resolved Litigation: On May 22, 2019, a decedent's estate filed a lawsuit against Geosyntec, several other consultants, and the property owner where an accident occurred leading to the decedent's death. The estate alleged the unsafe design of a road caused the fatal accident to occur. The Plaintiff dismissed the claims against Geosyntec after we proved Geosyntec had no connection to the road's design.

Pending Litigation – Negligence and Negligent Misrepresentation – Waterfront Toronto/Savron (Savron, a division of Geosyntec Consultants): After months of exchanging letters, Savron's client, Quantum Murray ("QM") asked Savron to stop work and demanded Savron refund amounts received. When Savron rejected QM's demand, QM filed a lawsuit on January 4, 2022. Savron has filed a responsive pleading and counterclaim.

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Geosyntec Consultants, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Timothy Mason, PE, Senior Principal

Printed Name and Title of Contractor's Authorized Official

February 10, 2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract X b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application X b. initial award c. post-award	a. initial filing X b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
____ Prime _____ Sub-awardee Tier_____, if Known: Geosyntec Consultants, Inc. 1200 Riverplace Blvd Suite 710 Jacksonville, FL 32207 **Congressional District, if known:**	N/A **Congressional District, if known:**
Federal Department/Agency: N/A	**7. Federal Program Name/Description:** N/A CFDA Number, *if applicable*: _____
Federal Action Number, *if known:* N/A	**9. Award Amount,** *if known:* $ N/A
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* N/A
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ _____ **Print Name:** _ Timothy Mason, PE **Title:** Senior Principal **Telephone No.:** 904.858.1818 **Date:** 2/10/23
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[80 FR 54975, Sept. 11, 2015]

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

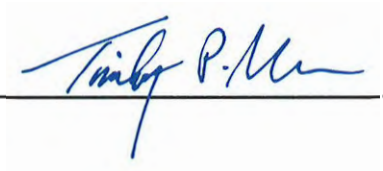
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Timothy Mason, PE **TITLE:** Senior Principal - Geosyntec Consultants

ADDRESS: 1200 Riverplace Boulevard, Suite 710

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2/10/23

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-0S. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Timothy Mason, PE **TITLE:** Senior Principal - Geosyntec Consultants, Inc.

ADDRESS: 1200 Riverplace Boulevard, Suite 710

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: Timothy P. Mason **DATE:** 2/10/23

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

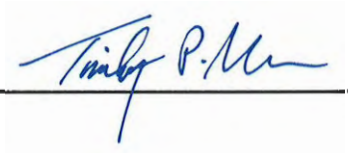
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Timothy Mason, PE **TITLE:** Senior Principal - Geosyntec Consultants, Inc.

ADDRESS: 1200 Riverplace Boulevard, Suite 710

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2/10/23

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

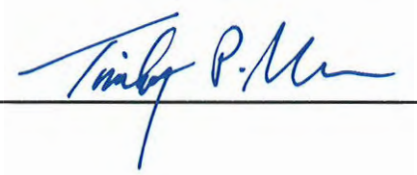
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Timothy Mason, PE **TITLE:** Senior Principal - Geosyntec Consultants, Inc.

ADDRESS: 1200 Riverplace Boulevard, Suite 710

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2/10/23

Geosyntec consultants

ATM
A Geosyntec Company

We are engineers, scientists and innovators.

CITY OF FERNANDINA BEACH

RFQ 23-05

Resiliency Waterfront Bulkhead System Engineering and Design

ELECTRONIC COPY

February 14, 2022

HALFF

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TAB 01 – INTRODUCTION LETTER

01 INTRODUCTION LETTER

February 14, 2022

City of Fernandina Beach
Attn: City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

RE: RFQ 23-05 | Resiliency Waterfront Bulkhead System Engineering and Design

Dear Members of the Selection Committee:

Halff Associates, Inc. (Halff) is proud to present our Statement of Qualifications to serve the City of Fernandina Beach for the Resiliency Waterfront Bulkhead System Engineering and Design project. The select team we are presenting offers a wealth of knowledge and experience regarding marine bulkheads, sheetpile, timber design, and regulatory agency processes that will affect this project.

As **Halff's Lead Project Manager/Contract Manager, Dr. Michael Coffey, PhD, PE, LEED AP,** brings more than 20 years of personal experience in maritime projects in the Jacksonville area, and 27 years of engineering experience total. He specializes in providing construction engineering and sheetpile designs including projects like One Shipyard Place, along the St. Johns River. Michael's strong knowledge of shoreline treatment systems, and solid project management skills allow him to orchestrate Halff's work for the City to produce an effective, economical, and aesthetically pleasing project for this resiliency measure.

- **Familiarity with the City of Fernandina Beach.** Halff was recently selected to provide engineering services for the City of Fernandina Beach under it's Professional Continuing Services Contract. Our team is currently assisting the City with the Overhead-Underground Electrical Downtown Conversion project. In addition, Halff has completed multiple private-sector projects throughout the City.
- **Comprehensive Team.** Halff provides a one-stop shop. We offer full-service firm accessibility, offering all of the various disciplines necessary for this project under one roof. This enables our team to communicate and complete this project more efficiently and effectively, without having to find partnerships or relying on another firm.
- **Waterfront Resiliency Treatment Systems Knowledge.** The comprehensive waterfront resiliency treatment system experience of Dr. Coffey and the Halff team demonstrated in this submittal exemplifies our design knowledge of all five of the treatment systems shown in the conceptual design description. Halff has provided designs of all five systems on previous projects.

"My personal maritime project experience began in 2001, when I was transferred to Jacksonville. Overnight, I was immersed into marine engineering – providing construction engineering and sheetpile designs along the St. Johns River. I learned so much working side-by-side with superintendents, crane operators, and installers. As your Contract Manager, I bring 27 years of engineering experience, a strong knowledge of shoreline treatment systems, and solid project management skills. I will orchestrate our work for the City such that the end-product is effective, economical, and aesthetically pleasing for this resiliency measure."

Dr. Michael Coffey, PhD, PE, LEED AP

We are excited about the opportunity to continue to serve the City of Fernandina Beach and its residents, and look forward to discussing our qualifications and addressing any questions you may have.

Sincerely,
Halff Associates, Inc.

Michael Coffey, PhD, PE, LEED AP
Lead Project Manager | Contract Manager | 904.456.9802 | mcoffey@halff.com
Authorized Corporate Signer

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TAB 02 – EXPERIENCE OF TEAM MEMBERS

02 EXPERIENCE OF TEAM MEMBERS

Michael Coffey, PhD, PE, LEED AP

Dr. Michael Coffey offers extensive experience designing a wide range of projects including utility infrastructure, transportation, stormwater/hydrology, and maritime projects. He has managed architectural and engineering (A/E) teams for delivery of large industrial, land development, and higher-educational projects, as well as serving as the civil engineer of record. In public-sector consultancy, he assisted municipalities with water capacity development, water and sewer system master planning, capital outlay projects, stormwater and roadway design, grant application writing, engineering studies, supply/treatment facility design, permitting, and construction. In private-sector consultancy, he has engineered master plans for large-scale communities and commercial projects, provided direction of civil engineering and permitting efforts for prototype deployment projects, and assisted clients with site feasibility investigations and due diligence.

ROLE

Lead Project Manager/
Contract Manager

EXPERIENCE

27 years

EDUCATION

Doctor of Philosophy, Civil Engineering, University of Florida

Master of Engineering, Civil Engineering, University of Florida

Bachelor of Science, Civil Engineering, University of Florida

Bachelor of Science, Physics, Florida Atlantic University

REGISTRATION

Professional Engineer - Florida
No. 57412

REPRESENTATIVE PROJECT EXPERIENCE

Crane Island Dock and Pier Systems, Fernandina Beach, FL. Project Manager. Responsible for leading the Crane Island project, a residential development located in Fernandina Beach along the Intracoastal Waterway, just west of the Fernandina Beach Municipal Airport. Along the Intracoastal, the ownership desired to install 29 private slips, two fishing piers and the reclamation of eroded lands. These activities fell within an environmentally sensitive area according to FDEP - the Nassau River Marshes Aquatic Preserve. The structures would also be within close proximity to the Army Corps of Engineers channel that is continually dredged by the Florida Inland Navigational District. Permits were obtained through all agencies including: ACOE, the St. Johns River Water Management District, and submerged land leases through the FDEP. The private docks were accomplished by minimizing the marsh penetrations to only nine. The northern fishing pier is approximately 478 feet in length and the southerly pier 117 feet. 8,380 sf of eroded lands were reclaimed by installation of steel sheetpile, concrete cap, and tieback deadman system 289 feet in length.

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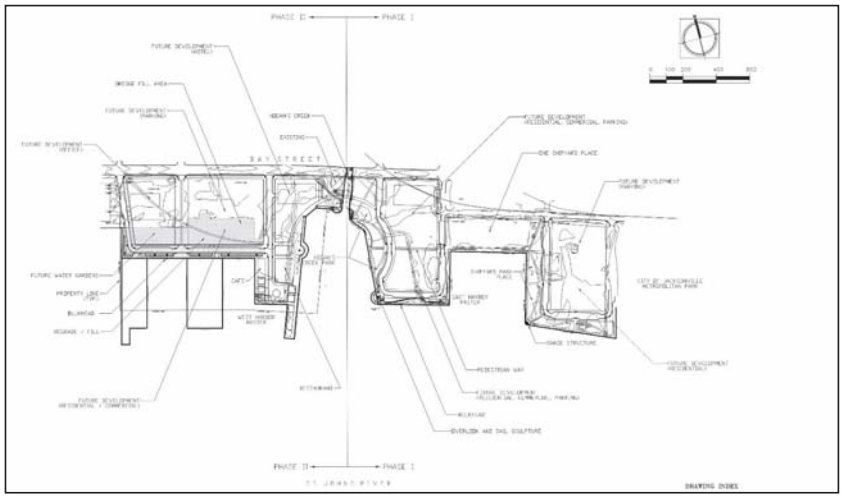
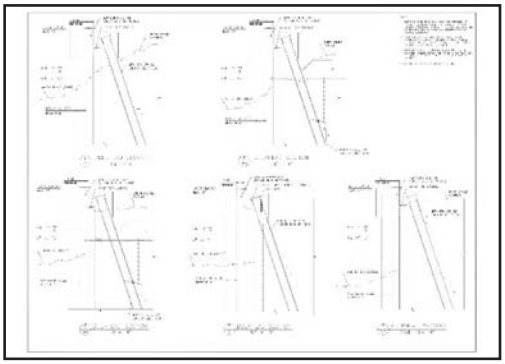
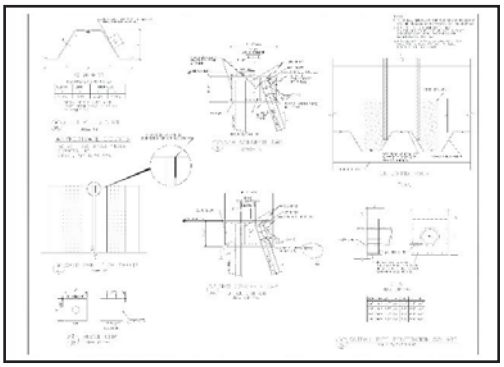
Michael Coffey, PhD, PE, LEED AP – Page 2







One Shipyard Place, Jacksonville, FL. Project Engineer. Responsible for on-site construction engineering of approximately 5,470 LF of anchor and tension pile sheeting system with concrete cap and relieving platform. Duties included on-site construction observation, design of sheet tie-ins with existing structures, design of utility conflict relieving platform, bulkhead inspections, and structural calculations.

Oyster Bay Bridges and Causeway, Fernandina Beach, FL. Project Manager/Engineer of Record. Responsible for design and structural calculations for two concrete bridges (200 feet and 340 feet) with 50-foot spans and one 400-foot causeway. The causeway is a vinyl sheet pile with concrete cap & wailer tie-back with deadman system. Impacts were regulatorily limited for the causeway, which narrowed the cross-section. A central deadman was utilized for both sides of the causeway's tie-backs to conserve space and accommodate utilities that had to be incorporated in the section.

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Paul Rielly, PE

Paul Rielly is an experienced senior structural engineer in commercial, industrial, institutional buildings, bridges, and civil projects. He has provided structural design services for over 800 projects located throughout the United States, Saudi Arabia, Korea, and Mexico. These projects have involved a wide variety of construction materials, including structural steel, reinforced concrete, post-tensioned concrete, precast/prestressed concrete, reinforced masonry, soil, timber, and fabric structures. Construction costs of projects for which Paul has served as the project structural engineer range from $100,000 to $80,000,000.

ROLE

Quality Control (QC)

EXPERIENCE

40 years

EDUCATION

Bachelor of Architecture, Architecture, University of Texas at Austin

Bachelor of Science, Architectural Engineering, University of Texas at Austin

REGISTRATION

Professional Engineer - Florida No. 49608

REPRESENTATIVE PROJECT EXPERIENCE

The Shores Development Marina Village, South Padre Island, TX. Project Structural Engineer. Responsible for the design of approximately 2,500 lf of anchored fiber-reinforced polymer (FRP) sheet piling to serve as a bulkhead for a new residential and commercial development along the Laguna Madre waterfront. FRP sheet piling was selected to prevent corrosion in a sensitive marine environment. The anchorage system for the sheet piling was comprised of galvanized tendons embedded at a 30-degree angle from a FRP waler located near the top of the sheet piling. The embedded tendons terminated at a concrete dead man anchor located approximately 20 feet behind the FRP piling.

Phase 2 - Timber Creek Streambank Stabilization, Lewisville, TX. Project Structural Engineer. Responsible for the structural aspects associated with the analysis and design of 700 lf of streambank stabilization along Timber Creek including tieback gabion walls, gabion mattress, rock riprap, and turf reinforcement mat. The project was in response to several structures that have been impacted due to erosion and sloughing of the creek bank. Project involves detailed analysis, design, cost estimation and preparation of construction plans, drainage easements, specifications, bid documents and permitting with USACE.

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Paul Rielly, PE – Page 2

Little Fossil Creek Flood Damage Reduction Project, USACE Fort Worth District, Haltom City, TX. Project Structural Engineering Manager. Responsible for the structural Flood Damage Reduction Project on Little Fossil Creek. Design was prepared in conformation with Civil Works Planning Document, and included 8,000 lf of channel improvements and associated Recreational Facilities (7,500 lf of multipurpose trail, access points, and picnic facilities). Project also included construction of water and sanitary sewer relocations in conflict with the proposed flood control improvements.

Bastrop State Park Dam Replacement, Bastrop, TX. Project Structural Engineer. This project that involved the Bastrop State Park (SP) Lake Dam that was originally constructed in 1913, and reconstructed in 1938 by the Civilian Conservation Corps (CCC). The original Bastrop SP Lake Dam failed in 2015 during an intense rainfall event, resulting in excessive flooding throughout the Bastrop Area. Texas Parks and Wildlife Department (TPWD) retained Halff Associates, Inc. (Halff) to provide engineering and professional services to develop detailed construction plans, specifications, and cost estimate for the replacement of the Bastrop State Park Lake Dam. The design of the replacement of the dam included upgrading the previous dam embankment and principal spillway to comply with the Texas Commission of Environmental Quality (TCEQ) requirements based on dam classification and safety. The embankment upgrades included armoring with downstream face with roller compacted concrete and the construction of a slurry wall. Halff's structural engineers provided the design of the principal features of the spillway structure which included 300 linear feet of retaining walls, a 3 feet thick stilling basin, an outlet structure and the inlet riser structure which included a trash rack and sluice gate. The inverted T cast-in-place reinforced concrete retaining walls varied in height from 3 feet to 21 feet. The stilling basin is buoyantly restrained with grouted tendon anchors into the underlying roller compacted concrete layers to withstand the effects of a drainage system functioning at 50 percent effectiveness. Construction of the spillway is estimated to be complete by spring 2023.

Lynn Creek Marina Slope Repair, Grand Prairie, TX. Project Structural Engineer. Responsible for the retaining wall and rock riprap for erosion improvements at the Lynn Creek Marina. Paul evaluated various alternative retainage systems with associated cost estimates for each and presented these potential solutions to the City of Grand Prairie. An anchored steel sheet pile system was the accepted solution which included driven sheet pile with a cast-in place concrete tie beam at the top and anchored with laterally installed helical piles.

Government Canyon Flood Control Improvements, San Antonio, TX. Project Structural Engineer/Project Manager. Responsible for 530-lf of cast-in-place concrete flood wall in an environmentally sensitive area which was prone to frequent flooding. Construction consisted of cast-in-place concrete inverted T-wall with an exposed fascia of native stone.

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Cameron Vester, PE

Cameron Vester is a structural engineer with extensive structural experience designing and managing of various projects. These projects include industrial, commercial, municipal, bridge, landscape and civil structures for private, federal and municipal clients. His design experience includes the use of a wide variety of construction materials including reinforced concrete, structural steel, reinforced masonry, light gage metal framing and timber. He also has extensive knowledge in 3-dimensional technologies and design methods allowing for reduced construction errors and improved field accuracy.

ROLE

Structural Engineering Lead

EXPERIENCE

12 years

EDUCATION

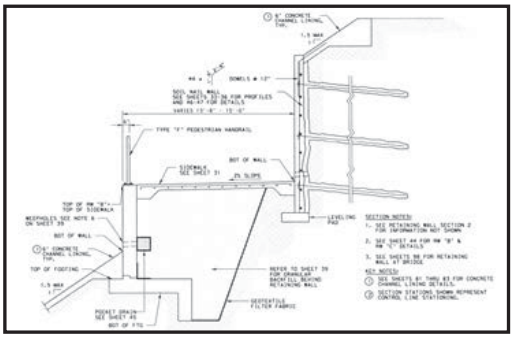
Master of Engineering, Structural, Rice University

Bachelor of Science, Civil Engineering, Rice University

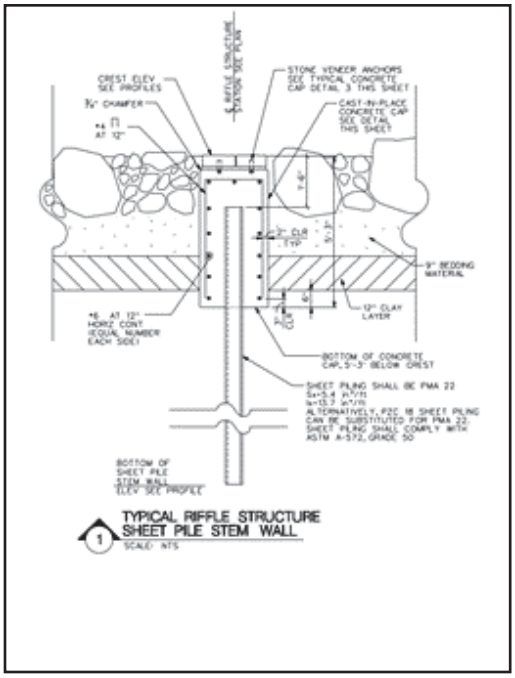
REGISTRATION

Professional Engineer - Florida No. 91987

REPRESENTATIVE PROJECT EXPERIENCE



Little Fossil Creek Flood Damage Reduction Project, USACE Fort Worth District, Haltom City, TX. Project Structural Engineer. Responsible for assisting on the aspects that involved structural and civil design plans using Microstation CAD software for structural Flood Damage Reduction Project on Little Fossil Creek. Design was prepared in conformation with Civil Works Planning Document and included 8,000 lf of channel improvements, bridge replacement and associated Recreational Facilities (7,500 lf of multipurpose trail, access points, and picnic facilities). The channel improvements included 706 lf of cast-in-place cantilever retaining wall, 222 lf of soil nail retaining wall and 67 lf of soldier pier retaining wall. Various types of retaining walls were required due to site constraints such as right-of-way, bridge foundations, and existing structures. Project also included construction of water and sanitary sewer relocations in conflict with the proposed flood control improvement.



San Antonio River Mission Reach Aquatic Ecosystem Restoration Project, USACE Fort Worth District, San Antonio, TX. Project Structural Engineer. Responsible for assisting on the structural aspects for the multi-phase flood control, amenities, restoration, and recreational improvement project. Mission Reach is the final 8-mile section of the river improvements and extends from Lone Star Boulevard south of downtown San Antonio to just south of IH 410. Halff's structural engineers were responsible for the design of 31 riffle structures, two weir structures, and the structural modifications to the existing San Juan Dam.

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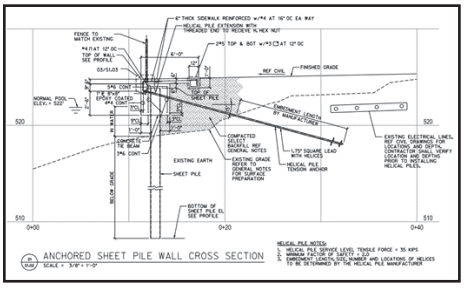
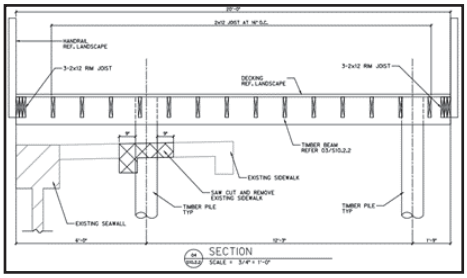
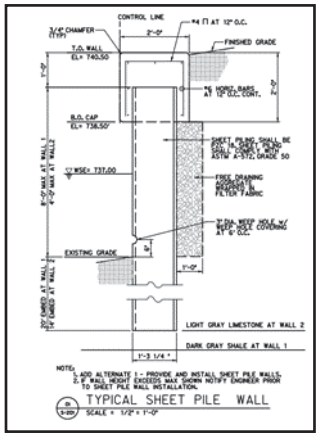
Cameron Vester, PE – Page 2



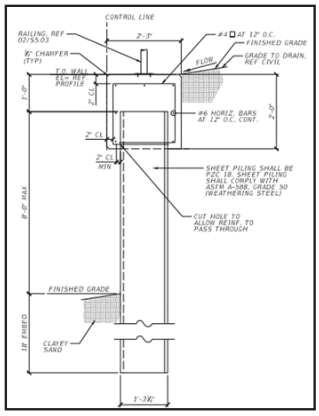
Lynn Creek Marina Slope Repair, Grand Prairie, TX. Project Structural Engineer. Responsible for assisting on the design of a retaining wall and rock riprap for erosion improvements at the Lynn Creek Marina, Grand Prairie, Texas. Retaining walls were steel sheet pile walls with cast-in-place concrete cap transferring lateral loads into helical pile tension anchors. A pedestrian sidewalk was also integrated into the concrete cap. Cameron assisting on the evaluation of various alternative retainage systems with associated cost estimates for each and presented these potential solutions to the City of Grand Prairie. An anchored steel sheet pile system was the accepted solution which included driven sheet pile with a cast-in place concrete tie beam at the top and anchored with laterally installed helical piles.



Isla Blanca Park Phase 2 Gulf Side Improvements, South Padre Island, TX. Project Structural Engineer. Responsible for site visitations to confirm the existing conditions, structural analysis using 3D computer software, cost estimating and preparing a written report which included supporting structural computations. The project consisted of a multi-structure park for Cameron County Parks Department. The structures included two large pavilions founded on drilled shafts supporting concrete beams, timber deck framing and concrete canopy. Most of the buildings are supported by deep foundations with Bautex Block walls and bar joist framed roofs with metal deck. The boardwalk was approximately 2900 LF with a typical width of 20 feet and consisted of driven timber piles with timber framing and Trex composite decking. Boardwalk piles had to be carefully coordinated with existing seawalls to verify existing tie-backs and deadman anchors were not in conflict with proposed structural foundations.



Marble Falls Park Improvements, Marble Falls, TX. Project Structural Engineer. Responsible for providing support for this project that involved the development of construction remodeling plans for three of Marble Falls' public parks. Scope included demolition plans, drainage and water quality design, utility relocations and placement, and roadway and parking design all on a truncated timeline to enable the bidding and selection process to complete prior to the lake draw down scheduled at the new year. Structural items included retrofitting of existing concrete bag bulkhead walls, construction of new cast-in-place concrete and sheet pile walls, and cast-in-place concrete site retaining walls. Existing concrete bag walls were first assessed to determine their overall condition and then analyzed to determine if retrofitting of concrete caps were feasible. Retrofitting the existing bag walls was preferred over a full replacement due to tight budgetary and construction schedule constraints.



Gills Branch, Bastrop, TX. Project Structural Engineer. Responsible for assisting on the structural aspects for this project that involved the hydraulic modeling of the overland slow through the downtown area and to develop a flood mitigation solution to reduce flood risk. The mitigations included the replacement of three bridges and associated wingwalls. Halff designed the replacement bridges (Chestnut St., Farm St., and Pine St.) which consisted of revised grades, longer spans and thinner profiles to reduce obstructions in the creek. The bridges consisted of two skewed and one straight slab beam bridges founded on drilled shaft foundations. Creek modifications at the existing MLK Dr. culvert crossing required the addition of driven sheet pile retaining walls fabricated from A-588, Grade 50 weathering steel and concrete cap to provide an aesthetic but cost effective retaining wall within limited right-of-way.

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David Snyder, PE

David Snyder has extensive experience in the consulting engineering arena primarily in the state of Florida and the southeastern U.S. His experience includes the design, construction and management of numerous roadway and bridge projects, Project Development and Environment (PD&E) studies, and Program Management. As Program Manager, notable recent projects under David's leadership included multiple roadway/bridge reconstruction projects to 6-lane Capital Circle (US 319) and the construction of Cascades Park, all within the City of Tallahassee. David will bring his experience and knowledge to Halff's Tallahassee Office with an emphasis on project management, client communications, and the development of new business.

ROLE

Structural Technical Advisor

EXPERIENCE

42 years

EDUCATION

Bachelor of Science, Civil Engineering, Syracuse University

REGISTRATION

Professional Engineer- Florida No. 41676

REPRESENTATIVE PROJECT EXPERIENCE

Matanzas Inlet Bridge, St. Johns County, FL. Project Manager/Engineer of Record. Responsible for leading the SR A1A bridge replacement over the Matanzas Inlet featuring a total deck width of 59 feet and an overall length of 2,117 feet. Responsibilities included the preparation of the Bridge Development Report, hydraulic study, preliminary and final design including end bent sheeting and erosion protection, construction plans and specifications for this bridge structure at an environmentally sensitive area.

Acosta Bridge, Jacksonville, FL. Senior Structural Engineer. Responsible for designing a structural steel alternative for approach spans to the main span over the Saint Johns River. Responsibilities included steel plate and box girder design and checking, bearing design plans preparation and review. This approach span interchange project featured 17 continuous bridge superstructure units making up a total of 84 spans.

Dames Point Bridge, Jacksonville, FL. Project Manager/Inspection Team Leader. Responsible for the routine inspection of 11,200 feet of bridge structure over the Saint Johns River. The 2,600-foot main span is a concrete cable-stayed section with a 1,300-foot main span flanked by 650-foot back spans. The approach spans, consisting of multi-girder AASHTO beams, and all substructure units above the waterline were also inspected under this project.

Christa McAuliffe Bridge, Merritt Island, FL. Project Manager/Senior Structural Engineer. Responsible for the new steel double-leaf bascule bridge constructed parallel to an existing double-leaf bascule structure. Responsibilities included the in-depth inspection and analysis of the existing with an independent evaluation report prepared, preparation of a Bridge Development Report for the new bascule structure and the development of thirty-percent roadway and bridge plans. Key issues included ship impact criteria for foundation designs, issues regarding compatibility and adaptability between the existing bridge and proposed bridge drive systems and the optimum structural system for the new bridge.

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David Snyder, PE – Page 2

Lafayette Street Pedestrian Safety Tunnel, Tallahassee, FL. Project Manager and Design Engineer for the tunnel. Responsible for the design and structural components of the tunnel, constructed in 1929. The railroad bridge carrying an active CSX Railroad line over Lafayette Street in Tallahassee, Florida, cleared all vehicle lanes but did not account for the safe passage of pedestrians. To increase safety, the Florida Department of Transportation (FDOT) constructed a 55-foot-long, 12-foot-diameter pedestrian tunnel, which completes the sidewalk along Lafayette Street, as well as provides safe passage between office buildings west of the bridge and residential/retail areas to the east. The substructure of the existing railroad bridge had to be carefully protected during the pedestrian tunnel construction.

Capital Circle SE (US 319) Reconstruction from Woodville Highway (SR 363) to Tram Road, Tallahassee, FL. Project Manager. Responsible for the 2.3-mile section of Capital Circle SE widening from 2-lanes to 6-lanes and included an enclosed drainage system with several large stormwater facilities built along the project corridor. Bike lanes and multi-use paths now flank the widened 6-lane roadway and extensive landscaping and vegetation were installed in the raised median, around the stormwater facilities and adjacent to the multi-use paths. Additional tasks included utility relocations and coordination and engagement with the public, businesses and stakeholders along the project corridor. Construction of this project was completed in 2011.

West Tennessee Street (US 90) Resurfacing, Restoration or Rehabilitation (3R) from Capital Circle NW (SR 263) to east of Ocala Road, Tallahassee, FL. Project Manager. Responsible for the resurfacing and rehabilitation of approximately 3.2 miles of 4-lane West Tennessee Street located near the Florida State University and within a heavy commercial area of Tallahassee. Extensive access management was involved during the design and plans preparation to eliminate an existing 5th lane, which served as a continuous left turn lane, and provide raised medians and directional left turn lanes into businesses along the project corridor. Public engagement with businesses (predominantly car dealerships) along this corridor was extensive. Drainage improvements, ADA corrections and traffic signal upgrades were included in the project. Construction was completed in 2006.

Cascades Park Urban Park, Tallahassee, FL. Project Manager. Responsible for the Blueprint 2000's signature project taking a 25-acre contaminated Brownfield Site and turning it into a stormwater facility and urban park facility. The design and construction included a 3,000-seat amphitheater complete with theater lighting and sound system, a 73-nozzle splash pad and dancing fountain equipped with choreographed and illuminated musical programs along with all of the more conventional civil engineering aspects of a 25-acre urban park. David worked on design of the park while at Halff and was responsible for the overall construction while in a GEC role for Blueprint 2000.

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Matt Trimble, PE

Matt Trimble has many years of invaluable experience as a bridge and structures engineer. He has a diverse array of capabilities ranging from analysis and design of minor bridges through complex cable supported concrete bridges. Matt also offers design expertise in seawalls, concrete box culverts, retaining walls, noise walls, mast arms, strain poles, and sign support structures. Building repair/rehabilitation is another valuable practical design capability that Matt brings to bear. He has a thorough understanding and background in the project delivery process from project pursuit through design office support serving as Engineer of Record/task leader/production team or Project Manager.

ROLE

Structural Engineering

EXPERIENCE

20 years

EDUCATION

Master of Science, Civil Engineering (Structural), Virgina Polytechnic Institute and State University

Bachelor of Science, Civil Engineering, Case Western Reserve University

REGISTRATION

Professional Engineer - Florida No. 65708

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Pete Beach, Seawall Project, St. Pete Beach, FL. Engineer of Record (EOR). Responsible for designing a cantilever reinforced concrete seawall with multiple stormwater pipe penetrations. Specified ruble riprap scour protection in front of the seawall. Designed and detailed temporary steel sheet pile cofferdam to facilitate construction of the seawall.

SR 390 Widening Design, Bay County, FL. Structural QA/QC Engineer. Responsible for performing the QA/design review for all aspects of the pedestrian bridge on this project. Designed the three new reinforced concrete box culverts on the project. Additionally designed temporary critical sheet pile walls which were needed to facilitate phased construction of each box culvert. Provided responses to Department comments and updates to design drawings.

SR 600 (US 17/92), Osceola County, FL. Engineer of Record (EOR). Responsible for designing two new reinforced concrete box culverts, four cantilever reinforced concrete retaining walls, several mast arms, multiple noise walls, and a cantilever sign support for an ITS sign.

Design-Build Multilane Construction of SR 10, Nine Mile Road from CR 99 to SR 8, Escambia County, FL. Structural EOR. Responsible for designing a five span AASHTO Type II beam bridge on pile bents over Eleven Mile Creek. Performed analysis and design for a crash wall connecting the existing pier columns of the I-10 overpass to resist vehicular collision. Completed the design of various miscellaneous structures on this project including a noise wall, precast box culvert extensions, and mast arms.

Destin Executive Airport Noise Wall, Okaloosa County, FL. Engineer of Record (EOR). Responsible for designing a new noise wall. This noise wall between the airport and adjacent neighborhood is up to 22-feet tall (custom design as it is not covered by the FDOT Standard Plans) and was designed for a wind speed of 150mph.

Indian River Bridge, Kennedy Space Center, FL. Project Engineer/Assistant Project Manager. Responsible for the TS&L Study for the replacement of the existing low level AASHTO girder bridge with twin leaf steel plate girder main span. Proposed bridge is a precast segmental concrete fixed high level bridge approximately 4,000 feet long with 260 feet long balanced cantilever approach spans and a 305 feet long main span. Led a small group of engineers to complete the conceptual design of multiple superstructure and

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Matt Trimble, PE – Page 2

substructure alternates for the TS&L Study. Foundation alternates include two different size precast, prestressed, concrete piles and drilled shafts. Substructure was designed for vessel impact loads as large as 1,600 kips and scour depths exceeding 20 feet. Managed CAD effort to develop conceptual drawing set for the TS&L Study. Coordinated submittals, meetings, and responses to comments with the owner and subconsultants. Composed significant portions of the TS&L Report.

Sarah Mildred Long Bridge, Portsmouth, NH/Kittery, ME. Design Team Leader/Technical Lead. Responsible for the design of all of the substructure elements on this project including rail piers, vehicular piers, shared piers, drilled shafts, spread footings, and abutments. This project involves the replacement of the existing bridge with a new precast concrete segmental bridge built using the balanced cantilever method and a steel lift span for the channel crossing. The new bridge consists of a vehicular structure and a rail structure with converging alignments stacked one on top of the other for a portion of the project length. The substructure was designed to resist vessel impact loads up to 2,000 kips for this navigable water crossing. Performed the final design of the drilled shaft foundations including strut-and-tie analysis for the deep footing caps and probabilistic vessel impact analysis for all of the bridge piers. Developed design criteria to handle the complexities of satisfying both the AASHTO LRFD and AREMA codes on this unique project.

Allegheny River Bridge Replacement Project, Pittsburgh, PA. Design Engineer. Responsible for the replacement of the existing Allegheny River Bridge for the Pennsylvania Turnpike Commission. New bridge is a 2,350 feet long twin six-span structure with a 532 feet main span over the navigable waterway. Superstructure is a cast-in-place concrete box girder, built using the balanced cantilever method. Cast-in-place twin wall piers are supported on drilled shafts. Completed the final drilled shaft foundation design including drilled shaft layouts, drilled shaft capacity checks, and reinforced concrete footing design. Design included all critical construction stages as well as in-service conditions including scour.

FDOT Central Office Structures Review, Bradenton, FL. Engineer of Record (EOR). Responsible for providing FDOT Structures Design Office with expertise in the design and review of structures statewide, on a task work order basis. Served as EOR on Task Work Order #1 which consisted of an Independent Department Review of three bridges subject to wave forces on the superstructure and/or vessel impact loading.

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Eric Christiansen, PE, SECB, LEED AP

Eric Christiansen has extensive experience in conceptual, preliminary, and final designs for structural elements, evaluated alternatives, prepared construction plans and specifications, and assisted during the construction phase of many projects. He supervises the structural analysis and design of bridges, buildings, hydraulic, and special-purpose structures within his team. Eric has designed bridges, office buildings, industrial and commercial buildings, parking garages, retaining walls of many varieties, and drainage elements such as junction boxes, culverts, and detention structures. His experience includes the design of structures in concrete (cast-in-place, post-tensioned, precast elements, composite members, pre-stressed elements), structural steel (braced frames, moment frames, horizontally curved bridge girders), light-gage metal studs, timber, and reinforced masonry.

ROLE

Structural Engineering

EXPERIENCE

30 years

EDUCATION

Master of Science, Civil Engineering, University of Illinois

Bachelor of Science, Civil Engineering, University of Illinois

REGISTRATION

Professional Engineer - Florida No. 88405

REPRESENTATIVE PROJECT EXPERIENCE

Jefferson County Drainage District No. 7, Port Arthur, TX. Lead Structural Engineer. Responsible for the review of approximately 50 closure structures along the district levee system in concert with its recertification after the revision of local flood levels. Eric's responsibilities included on-site observation as well as recommendations for repairs and improvements to permit recertification.

The Shores Development Marina Village, South Padre Island, TX. Project Structural Engineer. Responsible for the design of approximately 2,500 lf of anchored fiber-reinforced polymer (FRP) sheet piling to serve as a bulkhead for a new residential and commercial development along the Laguna Madre waterfront. FRP sheet piling was selected to prevent corrosion in a sensitive marine environment. The anchorage system for the sheet piling was comprised of galvanized tendons embedded at a 30-degree angle from a FRP waler located near the top of the sheet piling. The embedded tendons terminated at a concrete dead man anchor located approximately 20 feet behind the FRP piling.

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Eric Christiansen, PE, SECB, LEED AP – Page 2

Vitruvian Park Pedestrian Bridge, Addison, TX. QA/QC Manager. Responsible for providing QA/QC support for the design a one-span, 127-foot long and a three-span, 141-foot long, pre-stressed concrete U beam bridges. Services included bridge structural design to meet TxDOT standards for HL93 loads. The abutment walls utilized a cantilevered ledge and a torsion beam to support the eccentrically placed beams. The abutments also acted as retaining walls approximately 20-foot-tall. The bridge was aesthetically enhanced with a steel arch on each side of the bridge anchoring into the abutment walls. Both bridges were designed to be above the 100-year flood elevation.

South Mesquite Creek Stream Stabilization and Bridge Replacement, Mesquite, TX. Structural Engineer. Responsible for guidance of structural design during development and review of structural construction drawings prior to bidding. This project involved stabilizing South Mesquite Creek streambank from North Mesquite Drive to Town Center Drive and to improve channel between North Mesquite Drive and Town East Boulevard and improve channel conveyance. The channel improvements consisted of regrading channel banks, lining portions of the channel with concrete, gabion mattress and grass, extending gabion walls and constructing 270 lf of steel sheet pile retaining wall. The purpose of this project was to address these flooding issues and mitigate future erosion of the project site.

Witt Road Bridge, Little Elm, TX. Structural Task Leader. Responsible for providing structural engineering support for this project that involved the reconstruction of 0.5 mile of 4-lane divided arterial with bridge to clear flood plain at Cottonwood Branch tributary to Lewisville Lake. The project included a new 490-foot long aesthetically enhanced bridge, streetscape, illumination, paving, drainage, utility relocations, hike and bike trails, and traffic signal improvements. The bridge includes a 12-foot hike and bike trail with special railings and architectural monuments rising above the new bridge deck surface.

Cottonwood Creek Slope Protection, Richardson, TX. Structural Engineer. Responsible for design and construction drawing production for a 9,000-sf of gabion wall with tie-backs.

Laud Howell Parkway over Honey Creek Bridges, McKinney, TX. Structural Engineer. Responsible for providing structural engineering support for the extension of 3.8 miles of new location 6-lane and 4-lane divided arterial roadway. Project includes widening of an existing 0.5-mile segment of existing divided roadway and reconfiguration of the intersection with FM 1461 (Lake Forest Road). This project also included the design of a 1,200-foot long dual bridge crossing of the Honey Creek floodplain along with two bridge class culvert installations.

Woolworth Road Bridge Replacement, Parrish of Caddo, LA. QA/QC Manager. Responsible for providing QA/QC services for the design efforts for the removal of three load-rated off-system bridges with new LaDOT standard bridges and box culverts. Woolworth Road is vital to the Parish, as a middle school and solid waste landfill site are located on the road. Halff determined the existing 100-year runoff rates, determined the grading, bridge spans and culvert sizes, and determined potential water level rise.

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Jim Miller, PE

Jim Miller has been involved in the design of various structures including bridges, buildings, retaining walls, foundations, and miscellaneous structures. His experience includes reinforced concrete design, prestressed concrete design, and structural steel design. With extensive experience, Jim designs various structures including bridges, buildings, retaining walls, and foundations. He is highly skilled at developing the right solutions for complex structures in urban settings, and has a track record of producing quality designs for multiple clients, on time and within budget. Throughout his career, Jim has worked collaboratively to produce functional, site-specific bridges. His ability to clearly and thoughtfully present issues and solutions will aid the clients in decision-making processes where multiple stakeholder requirements exist. Jim's project experience includes bridge layouts, bridge designs, and structural detailing. He also has extensive knowledge in rehabilitation, restoration, and repairs of bridges and bridge construction techniques/repairs and construction resolution.

ROLE

Structural Engineering

EXPERIENCE

15 years

EDUCATION

Master of Engineering, Civil Engineering (Structural), Texas A&M University

Bachelor of Science, Civil Engineering (Structural), Texas A&M University

REGISTRATION

Professional Engineer - Florida No. 87654

REPRESENTATIVE PROJECT EXPERIENCE

South Sulphur Tributary Crossing, Chapman Pipeline Repair Project, Greenville, TX. Structural Engineer. Responsible for designing a steel sheet pile drop structure across a Sulphur River tributary. North Texas Water Municipal District (NTWMD) hired Halff Associates to address continued erosion along a Sulphur River tributary and access pathway for their 84-inch transmission water line. The district wanted to install a permanent solution that would provide long term for protection of their asset. Halff designed a steel sheet pile wall with a cast-in-place concrete cap. The wall was designed as a cantilever and utilized PZ shapes. Hydraulic loading along with lateral earth pressure were used to determine the load requirements for the design.

South Sulfur Crossing Pipe Crossing, Greenville, TX. Structural Engineer of Record. Responsible for the emergency design of a steel pile protection wall around an existing 84-inch water line. Design includes 600 lf of steel sheet pile wall; 300 feet upstream and 300 feet downstream of the 84-inch pipe crossing of Sulphur River to make a permanent protection surrounding the undercut waterline. Each pile wall included a cast-in-place concrete cap and a tie slab between the two walls to provide a secure access pathway for NTWMD

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Jim Miller, PE – Page 2

maintenance crews. The project also included additional slope protection with 36-inch diameter rock riprap. Halff was able to work up a preliminary design working with the team geotechnical engineer based on surrounding soil profiles until an access path could be provided for the site specific borings to be taken.

Vitruvian Park Pedestrian Bridge, Addison, TX. Structural Engineer. Responsible for construction drawings of two abutments designed for a new 150-foot long prefabricated pedestrian bridge. Also responsible for the design of the custom handrail utilizing HSS sections and post-tensioned wire. Services included bridge structural design to meet TxDOT standards for HL93 loads. The abutment walls utilized a cantilevered ledge and a torsion beam to support the eccentrically placed beams. The abutments also acted as retaining walls approximately 20-ft-tall. The bridge was aesthetically enhanced with a steel arch on each side of the bridge anchoring into the abutment walls. Both bridges were designed to be above the 100-year flood elevation.

West Rowlett Creek Gabion Walls, Frisco, TX. Structural Engineer. Responsible for design and construction documents for multilevel tied back gabion retaining walls. The wall design utilized traditional gabion baskets with an integrated cast-in-place concrete tie beam for the anchors termination. The anchors were installed at a battered angle and secured with grout into the shallow rock layer. The project repaired existing erosion along the West Rowlett Creek and provided long term protection to an aerial crossing. Hydraulic analysis was performed on the final repair solution to verify all hydraulic criteria was met with the local flood plain administrator.

Plano Brown Branch Gabion Walls Plano, TX. Structural Engineer. Responsible for design and construction documents for two multilevel tied back gabion retaining walls. The wall design utilized traditional gabion baskets with an integrated cast-in-place concrete tie beam for the anchors termination. The anchors were installed at a battered angle and secured with grout into the shallow rock layer. The project provided long term protection to an aerial crossing. Hydraulic analysis was performed on the final repair solution to verify all hydraulic criteria was met with the local flood plain administrator.

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Drew Sanders

Drew Sanders is highly experienced in environmental permitting that encompasses a wide range of public and private projects. His areas of specialization include project management, environmental permitting, ecological assessments, and habitat mapping of terrestrial and aquatic systems, plant and wildlife surveys, listed species surveys, photo interpretation, wetland delineation and hydroperiod assessment, habitat restoration and management, and wetland mitigation design.

ROLE

Environmental/Permitting Lead

EXPERIENCE

31 years

EDUCATION

Bachelor of Science, Biology, University of South Florida

REPRESENTATIVE PROJECT EXPERIENCE

Boulevard of the Arts Shoreline Restoration, Sarasota County, FL. Project Manager. Responsible for the restoration of an eroded shoreline in a public park along Sarasota Bay using the Living Shoreline concept. Assisted with wetland delineations, habitat mapping, seagrass and mangrove surveys, and wildlife surveys in support of the project. The restoration effort included the removal of a failing seawall, installation of riprap, regrading and contouring the shoreline, and the revegetation of the shoreline with native estuarine species. Also assisted with the construction monitoring to document the condition of the seagrass habitat and its response to the restoration effort.

South Shore Yacht Club, Hillsborough County, FL. Environmental Scientist. Responsible for providing environmental permitting support for a 95-slip master dock plan for a mixed-use residential development located in the Little Harbor Community in Ruskin, FL. Also responsible for coordinating with regulatory agencies and assisted with public hearings in support of the project.

City of Sanibel Culvert Repair, Lee County, FL. Environmental Scientist. Responsible for assisting the client with securing permits to allow for the repair of a deteriorated box culvert that provides tidal exchange between Clam Bayou-Dinkins Bayou on Sanibel Island. Responsible for preparing environmental permit applications and completing a survey of the shoreline to locate and map seagrass and mangrove habitat in the project area.

Mira Bay, Hillsborough County, FL. Environmental Scientist. Responsible for providing assistance with the environmental analysis and permitting for this private 600-acre residential development. As a part of this project, Drew completed wetland delineations, listed species surveys, and provided environmental permitting assistance, including the design of the wetland mitigation plan that included a mix of fresh and saltwater wetland habitat creation. He also assisted in the preparation of a canal enhancement plan that included the maintenance dredging of approximately 5 miles of residential canals and the development and implementation of a Manatee Protection Plan for the community.

Tarpon Springs City Marina, Pinellas County, FL. Environmental Scientist. Responsible for providing environmental permitting assistance for the refurbishment of this public marina managed by the City of Tarpon Springs. The project design consisted of the repair and replacement of existing boat slips and maintenance dredging of the marina basin.

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Drew Sanders – Page 2

Sunset Park Boat Ramp Refurbishment, Pinellas County, FL. Environmental Scientist. Responsible for providing environmental permitting assistance for the repair of a public boat ramp managed by the City of Tarpon Springs and maintenance dredging of the launch basin. As a part of the project, assisted with wetland delineations and seagrass surveys for the project area. Assistance was also provided in support of developing a seagrass education and protection plan that included public education materials and navigational markers.

Mira Bay Seawall Repair, Hillsborough County, FL. Environmental Scientist. Responsible for assisting the client with securing permits to allow for the repair of approximately 7.5 miles of seawalls located within a private residential community. As a part of this repair effort, responsible for preparing permit applications and completing a survey of the shoreline to locate and map seagrasses and mangroves.

Westshore Yacht Club, Hillsborough County, FL. Environmental Scientist. Responsible for assisting the client with permitting, listed species services, water quality services, and seagrass mapping for the conversion of an abandoned industrial complex into a residential housing development and a 255-slip marina. As a part of this project, he also coordinated with local stakeholders, public officials, and law enforcement for the approval of a local City ordinance which established a 400-acre seagrass and manatee protection zone.

Westshore Beach Club, Hillsborough County, FL. Environmental Scientist. Responsible for assisting the client with regulatory agency permitting, listed species services, water quality services, and seagrass mapping for a 189-slip, mixed-use residential development and private marina located on Old Tampa Bay which also included maintenance dredging of residential canals and navigational channels. As a part of this project, he also led the design of mitigation plan consisting of 7.5 acres of wetland creation, enhancement, and restoration.

Andalucia Marina, Hillsborough County, FL. Environmental Scientist. Responsible for assisting the client with environmental permitting and water quality studies in support of a planned expansion of an existing private marina. Drew also assisted with water quality sampling, seagrass surveys, and wetland functional assessments.

Little Harbor Marina, Hillsborough County, FL. Environmental Scientist. Responsible for assisting the client with environmental permitting services in support of site redevelopment, including the complete refurbishment of an antiquated 212-slip marina in Ruskin, Florida. Drew assisted with water quality sampling, seagrass surveys, and wetland functional assessments.

Sunset Isles Marina, Hillsborough County, FL. Environmental Scientist. Responsible for assisting the client with a wetland functional assessment and environmental permitting for private docking facility as part of a mixed-use residential development located in Apollo Beach, FL. As a part of this project, Drew also assisted with water quality sampling, seagrass surveys, and wetland functional assessments.

Pithlachascotee River Vegetation Mapping, Pasco County, FL. Environmental Scientist. Responsible for assisting the client with mapping vegetative communities along 15.5 miles of river shoreline. All vegetation mapping was completed at a level sufficient to provide the client with a vegetation characterization to allow for future detection of vegetative shifts in response to modeled changes in river salinity in support of establishing minimum flow levels (MFL) for the Pithlachascotee River.

Little Manatee River Corridor Restoration Project, Hillsborough and Manatee County, FL. Environmental Scientist. Responsible for providing project management for designing a conceptual restoration plan for the Little Manatee River Corridor Restoration Project. The prepared conceptual plan included habitat mapping and identifying, scoring, and priority ranking for the project which involves the restoration, enhancement and preservation of nearly 7,400 acres of estuarine, freshwater and upland habitats along the Little Manatee River.

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Megan Goetz

Megan Goetz is an environmental scientist with extensive experience in the environmental consulting industry. She has worked on a broad range of multidisciplinary projects in cooperation with federal and state agencies such as the U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (ACOE), and Florida Fish and Wildlife Conservation Commission (FWC), and local agencies and private developers. As an FWC-authorized gopher tortoise agent, she has managed numerous gopher tortoise related projects throughout the State of Florida.

ROLE

Environmental/Permitting

EXPERIENCE

13 years

EDUCATION

Bachelor of Science, Marine Science and Biology, University of Tampa

REPRESENTATIVE PROJECT EXPERIENCE

Water Storage Project, Osceola County, FL. Environmental Scientist. Responsible for conducting surveys for Florida Grasshopper Sparrows on a ±40,000-acre tract of land, during a portion of the breeding season in order to determine site occupancy. Megan led an evaluation of the Audubon Society's crested caracara nest occupancy through surveys, and monitoring activity during a portion of the breeding season. In addition, she performed an aerial helicopter nesting survey of the project site to identify Florida sandhill crane and bald eagle nesting locations, and to determine their nest occupancies.

Solar Farm Project, Orange County, FL. Lead gopher tortoise agent. Responsible for the gopher tortoise and other listed species surveys on a ±275-acre proposed solar farm development site. Megan led field teams in successfully relocating 175 gopher tortoises from the project site to a long-term protected recipient site.

TECO-Peoples Gas Biscayne Bay Natural Gas, Miami-Dade County, FL. Environmental Scientist. Responsible for the scientific dives for the presence-absence of seagrass, benthic organisms, and coral species along a linear HDD route of gas pipeline segments associated with a natural gas project. The project included underwater data collection, mapping along belt transects, and assisting with the documentation/reporting of findings to assist with planning and permitting efforts.

Boulevard of the Arts Shoreline Restoration, Sarasota County, FL. Environmental Scientist. Responsible for project assistance for the restoration of an eroded shoreline in a public park along Sarasota Bay using the Living Shoreline concept. Megan assisted with wetland delineations, habitat mapping, seagrass and mangrove surveys, and wildlife surveys in support of the project. The restoration effort used the Living Shoreline concept and included the removal of a failing seawall, installation of riprap, and the revegetation of the shoreline with native estuarine species. Megan also assisted with the construction monitoring to document the condition of the seagrass habitat and its response to the restoration effort.

City of Sanibel Culvert Repair, Lee County, FL. Environmental Scientist. Responsible for assisting the client with securing permits to allow for the repair of a deteriorated box culvert that provides tidal exchange between Clam Bayou-Dinkins Bayou on Sanibel Island. Megan assisted with preparing the environmental permit applications and completing a survey of the shoreline to locate and map seagrass and mangrove habitats in the project area.

City of St. Petersburg Seawall Repair, Pinellas County, FL. Environmental Scientist. Responsible for assisting the client with securing permits to allow for the repair of deteriorated seawalls in a public park. Megan was responsible for preparing the environmental permit applications and completing surveys of the shoreline to locate and map seagrasses in the project areas.

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Joseph Brooker, ISA

Joseph Brooker has a diverse background in environmental science. Specializing in Florida's unique upland and wetland plant communities, Joseph is well versed with wetland monitoring & compliance, wetland delineation, habitat surveying & mapping, environmental due diligence & permitting, tree surveying & permitting, and listed species surveys, permitting, and relocation. In addition, Joseph also has experience with project management, developing budgets & proposals, and training inexperienced staff.

ROLE

Environmental/Permitting

EXPERIENCE

7 years

EDUCATION

Bachelor of Science, Environmental Science & Policy, University of South Florida

REGISTRATION

Certified Arborist ISA - Florida No. 9563A

REPRESENTATIVE PROJECT EXPERIENCE

Anclote River Park, Pasco County, FL. Lead Arborist. Responsible for conducting a seagrass survey per FWC recommended survey protocols for estuarine and marine Submerged Aquatic Vegetation (SAV) along sea bottom transects. He also acted as the field lead for listed species and formal wetland determination surveys. In addition, acting as a Certified Arborists he evaluated the trees on site to determine if any would qualify as a "Grand Tree".

Wekiva Trail Segment 1, Lake County, FL. Field Lead. Responsible for a biological site evaluation of on-site habitat conditions, wetland limits, and potential occurrences of any species considered Endangered, Threatened, or of Special Concern by USFWC under C.F.R 17.11-12 to obtain a general understanding of the current site condition and document listed species that may be present on this site so that potential permitting requirements can be identified in advance and appropriately addressed.

Blueprint/Airport Gateway Stage 2, Tallahassee, FL. Arborist. Responsible for conducting a review of potential tree mitigation. He calculated the monetary impacts of three proposed roadway and trail segments and their alternative routes/alignments through a field review and coordination with local municipalities. In addition, he conducted health evaluations for trees with the potential to be considered patriarch or exceptional trees following local municipal codes.

Mondon Hill Substation Tree Survey, Hernando County, FL. Arborist. Responsible for assisting with the determination of tree species and conducted overall health assessments for the purposes of protection and permitting.

34th St N Wetland Delineation and Permitting, Pinellas County, FL. Project Manager. Responsible for conducting the wetland delineation and permitting for a site development project. Tasks included a field wetland survey, a field review with local government, 404 wetlands permitting, a Waters of the United States WOTUS determination, and collecting field observations and data to assess wetland conditions and wildlife use to determine the amount of mitigation necessary for impacts using Florida's Uniform Mitigation Assessment Method (UMAM).

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Scot Carpenter, PSM

Scot Carpenter became a professional surveyor and mapper in 2001 after serving 10 years as a party chief for the Florida Department of Transportation (FDOT). As a surveyor for FDOT, he gained considerable experience in the performance and management of a wide range of survey projects including FDOT design (using EFB (electronic field book)), right-of-way control, boundary, drainage, metes and bound, wetland delineation, seasonal high water and utility location. He has performed and managed a broad range of surveys including: sectionalized land boundary surveying; topographic, tree and utility location surveying; extensive right of way surveying for water main and force main installations; setting horizontal and vertical control points for aerial photogrammetry, hydrographic surveying, wetland delineation surveying, platted lot surveys, right-of-way and parcel surveying for eminent domain proceedings; construction survey for the layout of community infrastructure; post construction surveying as a basis for the preparation of record drawings.

ROLE

Survey Lead

EXPERIENCE

36 years

EDUCATION

High School Diploma, Chamberlain High School

REGISTRATION

Professional Surveyor and Mapper - Florida No. 6177

REPRESENTATIVE PROJECT EXPERIENCE

I-75 (SR 93) at University Interchange Highway & Bridge/Structural Design, Sarasota, FL. Project Surveyor. Responsible for the generation of right-of-way and right-of-way control survey maps by surveying multiple private subdivisions, public boundaries (right-of-way lines) and Public Land Survey System (PLSS) retracements of ten sections in four different Townships. Scot also provided horizontal and vertical project control, aerial targets for aerial images, recovery/verification/re-establishment of historic alignments, channel surveys, topographical surveys and supporting digital terrain modeling while integrating aerial LiDAR data, specific purpose wetland delineation location surveys, geotechnical location surveys, and nine bridge surveys for the design and construction of additional travel lanes on I-75.

CR 597 Shoal Line Boulevard Jenkins Creek Bridge Repair, Weeki Wachee, FL. Project Manager for survey and mapping services. Responsible for performing a specific area topographic survey for County Road 597, Shoal Line Boulevard, which is the main road through Hernando Beach, spanning from CR 595 to CR 550 east of Bayport. The bridge was in need of repair or corrective action. Scope included limited roadway topographic survey, the survey of a single cell box culvert, four channel cross sections and one channel profile section line.

Spring to Spring Trail Project, Debary, Volusia County, FL. Project Manager and Surveyor of Record. Responsible for the design survey for a 3.2-mile portion of the Spring-to-Spring trail. A combination of conventional traverse and GPS observations was used to establish the horizontal control. Vertical control was established utilizing St. Johns Water Management District benchmarks. Additional services included topographic survey database along the proposed trail by collecting cross-sections every 100 feet along the 3-mile route. All Duke Energy structures within the power line easement were located, as well as any other above ground utilities and evidence of subsurface utilities. PLSS sections and subdivisions were retraced and surveyed along the route.

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David Winters, PSM

David Winters has extensive surveying and mapping experience, and has worked with multiple clients throughout Central Florida including the Florida Department of Transportation, Central Florida Expressway, Orange County, Seminole County, Lake County, Winter Garden, St. Pete Beach, Clearwater Gas System, and Seminole County Public Schools. His background in topographic surveys, right-of-way (ROW) surveys, sketch and descriptions, and ROW mapping. David's experience includes working on a multitude of minor surveys (design surveys for RRR projects, intersection improvements, sidewalk improvements, and drainage improvements) as well as being a GEC reviewer for FDOT D5 Survey providing reviews of EFB field segments, Control Survey Maps, and ROW maps. He has a wide variety of surveying experience having worked his way from field staff to party chief to survey technician to licensed surveyor and mapper, which he utilizes to confirm a complete and correct survey.

ROLE

Survey

EXPERIENCE

18 years

EDUCATION

Bachelor of Science, Interdisciplinary Studies, University of Central Florida

REGISTRATION

Professional Surveyor and Mapper - Florida No. 7034

REPRESENTATIVE PROJECT EXPERIENCE

SR 414 from SR 434 to East of Maitland Summit Boulevard, Maitland, FL. Project Manager. Responsible for leading the 0.87-mile SR 414 project from the east of SR 434 to east of Maitland Summit Boulevard. Survey tasks included establishing secondary horizontal and vertical control, limited right of way determination, full design survey, drainage survey, boring location and limited section corners.

South Lake Sumter Trail Phase IV, Maitland, FL. Project Manager. Responsible for forming primary and secondary horizontal control, alignment retracement, reference points, section ties, parcel surveys, and ROW control survey and mapping.

SR 400 (I-4) from West of CR 532 to East of SR 522, Osceola County, FL. Project Manager. Responsible for establishing secondary horizontal control and secondary vertical control, alignment retracement, reference points, section ties, parcel surveys, ROW control survey and right of way mapping. Project included limited design survey including DTM, location of drainage structures, location of borings and the location of wetlands.

SR 600 (US 17/92) West of Poinciana Boulevard to CR 535, Orlando, FL. Project Manager. Responsible for utilizing Geodata to establish secondary horizontal and vertical control, alignment retracement, reference points, section ties and a specific purpose survey. Project included design survey including DTM, location of drainage structures, location of borings and the location of wetlands.

CR 484 from SW 20th Avenue Road to CR 475A, Marion County, FL. Project Manager. Responsible for establishing secondary horizontal control, primary vertical control, alignment retracement, reference points, topographic survey (3D) including DTM, 2D survey, location of utility designations and soft digs, drainage survey, bridge survey, pond site survey, geotechnical support, section ties, parcel surveys and subdivision location, ROW control survey and mapping, and legal descriptions.

SR 50 from Hernando County Line to CR 33, Lake County, FL. Project Surveyor. Responsible for establishing secondary horizontal control in Sumter and Lake Counties, alignment retracement, reference points, limited 2D survey, section ties, subdivision location, safe upland line survey along the Withlacoochie River and ROW control survey.

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Michael Holm, PE

Michael Holm's technical expertise includes highway materials testing and CEI for the FDOT, and he has served as Project Manager/Senior Project Engineer for many projects involving roadway construction, minor bridges, drainage, and sidewalk improvements. Michael also has extensive experience performing structural inspection on projects involving cast-in-place reinforced concrete, reinforcing steel, structural masonry, post-tensioned slabs, and structural framing. His career has impressively progressed from staff engineer to various leadership and management roles while serving the engineering industry.

ROLE

Construction Engineering & Inspection Lead

EXPERIENCE

21 years

EDUCATION

Bachelor of Science, Civil Engineering, Rose-Hulman Institute of Technology

REGISTRATION

Professional Engineer - Florida No. 63829

REPRESENTATIVE PROJECT EXPERIENCE

Resident Compliance Specialist (RCS) Continuing Services Contract, Various Locations, FL. Senior Project Engineer. Responsible quality assurance for this contract that provides contract compliance services as required by the FDOT and Federal Highway Administration (FHWA) by confirming the completion and submittal of required documents and reports.

I-95/SR 9 South Hampton and Hendricks Avenue Overland Bridge, Jacksonville, FL. Contract Manager/Materials Project Engineer. Responsible for assisting on the $1.5 million project, which was designed to expand and rebuild a 2.3-mile stretch of I-95 to improve safety and flow of travel and replace older road structures not originally designed to support current traffic demand. The project improved traffic flow along the I-95 corridor just south of the Fuller Warren Bridge. I-95 was widened to provide an additional lane for southbound traffic. As the project was built, traffic used parallel roadways which, upon completion of the I-95 bridge structures, remained and provided additional capacity for traffic between the Fuller Warren Bridge and north of Emerson Street. Work under this contract included: laboratory testing; pile driving analysis; field concrete sampling and testing; field soil density and subgrade testing; asphalt verification testing; and steel fabrication shop inspection and testing. Michael was responsible for the sampling and tracking of all materials placed on the project to include asphalt, earthwork, and concrete. He also supervised the inspectors and technicians during the sampling and laboratory testing of the materials. In addition, Michael provided engineering oversight and supervision of the certified welding inspectors at the steel fabrication shop and was overall responsible for the inspection and materials verification on the project.

West District Two Bridge Structural Repair and Painting Contract, Various Locations, FL. Senior Project Engineer. Responsible for assisting on the bridge repair and maintenance for the following structures: SR 47 at Santa Fe River Bridge; SR 49 at Santa Fe River Bridge; SR 20 at Santa Fe River Bridge; and SR 136 at Suwannee River Bridge. The contract included structural steel repair, SSPC lead paint removal, bolted and welded connections, and application of the three-part coating system. Michael supervised all of the inspectors and project administrators for these four bridge coatings and structural repair projects.

Verification Testing West Contract, Various Locations, FL. Contract Manager. Responsible for providing supervision on this $5 million verification testing contract that included more than 30 roadway and bridge projects in Northeast Florida. The materials testing included asphalt, structural concrete, structural steel, earthwork, foundation analysis, and materials reporting/acceptance management.

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Michael Holm, PE – Page 2

SR 224 (Kingsley Avenue) Restriping, Clay County, FL. Senior Project Engineer. Responsible for assisting on the 0.25-mile safety improvement project consisted of restriping Kingsley Avenue from Plainfield Avenue to Smith Street to all for the addition of a bike lane on the west bound lane and shifting mainline traffic towards the center median. On the east bound lanes this project created three travel lanes from the previous two lanes by shifting traffic to the median. Michael supervised all of the inspectors and project administrators and was responsible for the overall inspection of this safety improvement and mobility enhancement project.

CR 220 Widening and Resurfacing, Clay County, FL. Senior Project Engineer. Responsible for overseeing the widening and resurfacing of CR 220 from CR 209 to Blanding Boulevard. This 3.2-mile roadway project consisted of milling and resurfacing east and west bound existing roadway also consisted of constructing 4-foot shoulder widening on both east and west bound lanes from Blanding Boulevard to Henley Road. Also included in the project was the construction of drainage pipes, excavation, pavement marking, base and asphalt. Michael was also responsible for all the sampling and tracking of construction materials, asphalt, earthwork, and concrete. Additionally, he tracked and verified the delivered products were on the approved product list and properly stamped. He visited and inspected the drainage pipe precast facility at Gate Precast to inspect the production of the concrete structures.

Verification Testing, Various Locations, FL. Contract Manager. Responsible for coordinating soil investigation, highway and construction materials testing, geotechnical exploration, foundation analysis, steel inspection, and asphalt testing for multiple highways and bridges in Northeast Florida. A few of the notable and major projects included SR 9B from the Stub at I-295 to US 1, Bridge of Lions, SR 202 Widening from West of Kernan to San Pablo, North Interchange of I-295 and I-95, Beach Boulevard Widening and Resurfacing, Alta Drive, CR 252, SR 200 in Alachua County, I-10 from SR 14 to SR 53, and I-10 West of US 41 to CR 250 Overpass.

Doctors Lake Drive Sidewalk Installation from Birdwood Drive to SR 224 (Kingsley Avenue), Clay County, FL. Senior Project Engineer. Responsible for assisting on the 0.4-mile new sidewalk construction project consisting of constructing a new 4-foot-wide pedestrian sidewalk from Birdwood Drive to Kingsley Avenue. The project also included the construction of a pedestrian bridge on the south side of Doctor's Lake Drive. The pedestrian bridge (50-foot span) was supported by two mass concrete abutments, gravity wall, structural steel, and a continuous concrete deck with aluminum handrail. The project also included concrete ditch paving, rip-rap placement, drainage, and utility relocations. Michael was responsible for providing oversight of this design-build.

Moody Avenue Resurfacing, Clay County, FL. Senior Project Engineer. Responsible for supervising all of the inspectors and the overall inspection of the roadway construction of the 3.75-mile project involving milling and resurfacing Moody Avenue from Doctors Lake Road to Peoria Road. The project also included pavement markings as well as base and asphalt materials.

West Castillo Drive New Sidewalk Construction, St. Johns County, FL. Senior Project Engineer. Responsible for assisting on the 0.25-mile mobility enhancement project consisting of constructing a new sidewalk from US 1 to SR A1A in historic St. Augustine. The work consisted of community outreach, clearing and grubbing, concrete sidewalk construction, utility relocations, and ADA compliance. Michael supervised and managed the inspectors for this mobility project.

SR 207 at SR 312 Intersection Improvements, St. Johns County, FL. Senior Project Engineer. Responsible for supervising and managing the inspectors and all the sampling and tracking of all construction materials, asphalt, concrete, earthwork, and other construction materials involved in this roadway project. This intersection improvement project consisted of construction of new turn lanes (east bound SR 207 to east SR 312 and west bound SR 312 to eastbound SR 207), mainline milling and resurfacing, traffic signal installation, and pavement markings.

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Sid Howell, Sr.

Sid Howell, Sr., has vast construction engineering and inspection (CEI), geotechnical, and construction materials testing experience. He has served as Project Administrator and Assistant Project Administrator for numerous Florida Department of Transportation (FDOT) projects involving roadway construction, major and minor bridge construction, milling and resurfacing, collector-distributor (CD) road systems, utilities, overhead sign structures, tolling facilities, Intelligent Transportation Systems (ITS), and bridge widening. He is well-versed in all phases of earthwork inspection such as embankment, subgrade and base, density control and inspection, subsoil excavation, mechanically stabilized earth (MSE) wall construction, and drainage placement. In addition to his project team leadership and supervision experience, he also has extensive experience with flexible and rigid pavement placement procedures, complex maintenance of traffic (MOT) operations, drilled shaft inspection, multi-span steel girder, Florida bulb-T girder, and American Association of Highway and Transportation Official (AASHTO) girder bridge construction.

ROLE

Construction Engineering & Inspection

EXPERIENCE

34 years

EDUCATION

High School Diploma, Fletcher High School

REPRESENTATIVE PROJECT EXPERIENCE

General Engineering Consultant Phase 62 (Task Work Order 5-1), FDOT District Two, FL. Construction Manager. Responsible for the work order including construction engineering and inspection services under a general engineering contract.

SR 10 (Atlantic Boulevard) at Queens Harbor, Jacksonville, FL. Project Administrator. Responsible for the utility coordination, installation of a new traffic signal system, as well as pedestrian safety improvements.

I-95 at North Airport Road Interchange, Jacksonville, FL. Project Administrator. Responsible for supervising construction inspectors and office support staff for the $11.2 million interchange project which increased capacity, modernized infrastructure, and enhanced safety. The scope of work included MOT, clearing and grubbing, erosion and sediment control, 850,000 cubic yards of embankment, optional base group 1 and 4, Type B stabilization, 712,000+ square feet of MSE wall, 201,000 cubic yards of concrete pavement, 25,000+ linear feet of stormwater pipe, 72 inches of jack and bore (680 linear feet beneath I-295), 11 prestressed Florida I-beam (FIB) bridges, lighting, ITS, guardrail installation, construction of a Schnabel wall system, signalization, pavement markings, and overhead and cantilever trusses. Improvements included the installation of a roundabout, new concrete pavement, which was incorporated into all ramps, CD roads, and mainline pavements west of the US 17 interchange. New flexible pavement was constructed on mainline roadways and ramps east of US 17 to Pulaski Road. Auxiliary lanes and minor ramp improvements were also added to I-95 and the Airport Road Interchange along with Cole Road bridge replacement. Sid also prepared meeting agendas; reviewed and approved contractor's monthly estimate; prepared FDOT supplemental agreements, work orders, contingency work orders, and engineer's estimates; and negotiated/corresponded/interacted with the prime contractor.

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Sid Howell, Sr. – Page 2

Howell Drive Bridge Replacement over the Ribault River, Jacksonville, FL. Project Administrator. Responsible for supervising construction inspectors and office support staff for the $11.9 million bridge replacement project involved temporary bridge construction while constructing a new bridge with two, 12-foot travel lanes and 5-foot-wide shoulders for pedestrians. Other construction features include MSE wall construction, milling and resurfacing, asphalt paving, base work, lighting, extensive utility coordination, drainage improvements, the relocation of a JEA 16-inch stainless steel force main, soil improvements by installation of controlled modulus columns, and realignment of existing roadway. Sid prepared the meeting agendas; reviewed and approved the contractor's monthly estimate; prepared FDOT supplemental agreements, work orders, contingency work orders, and engineer's estimates; and negotiated/corresponded/interacted with the prime contractor.

I-295 Express Lanes Design-Build, Jacksonville, FL. Project Administrator. Responsible for supervising construction inspectors and office support staff for the $89 million project included design-build efforts for the I-295 West Beltway Express Lanes project from the I-95/I-295 interchange to the Buckman Bridge. This design-build project was noted for being the first of the express lanes to be constructed in Northeast Florida consisting of two additional 12-foot travel lanes in each direction, construction of noise walls, drainage ponds and installation of electronic tolling systems. Sid was responsible for supervising construction inspectors and office support staff for major highway/ bridge construction. In addition, he prepared meeting agendas; reviewed and approved the contractor's monthly estimate; prepared FDOT supplemental agreements, work orders, contingency work orders, and engineer's estimates; and negotiated/corresponded/interacted with the prime contractor. His inspection duties on the project included the construction of auger cast pile supported noise walls, drainage, utilities, widening of several bridges, along with roadway lighting, overhead toll gantries and signs. Other inspection elements included drilled shaft inspection for miscellaneous structures, overhead sign construction, highway lighting, guardrail installation, widening of five major box culverts, MSE wall construction, variable height wall construction, MOT reviews, SWPPP inspections, monitoring outfalls for turbidity permit compliance, embankment stabilization, lime rock, and asphalt paving inspection.

I-295/Collins Road Interchange and Collector-Distributor (CD) Road System Design-Build, Jacksonville, FL. Assistant Project Administrator/Senior Inspector. Responsible for supervising construction inspectors and office support staff for the $64 million design-build project involved the construction of a new interchange at Collins Road and I-295, as well as a new CD road system that included capacity improvements for Blanding Boulevard and two additional travel lanes in every direction from Roosevelt Boulevard north to Collins Road (approximately 4.3 miles). This complex urban capacity improvements project included significant new roadway construction; four new bridges; roadway widening; resurfacing and drainage work on a high-volume, limited access facility; and significant public involvement. Project scope also included the installation of new ITS that ties into existing facilities. This project was a 2014 Design-Build Institute of America (DBIA) Merit Award Winner and Florida Transportation Builders' Association (FTBA) Best in Construction for Quality Award Winner.

I-10/I-95 Interchange Reconstruction, Jacksonville, FL. Lead Senior Inspector. Responsible for inspection services associated with the $152 million project was named the 2010 America's Best Transportation Project by the American Association of State Highway and Transportation Officials (AASHTO) and included a complete reconstruction of the I-10 interchange with I-95 in the heart of downtown Jacksonville. The project scope involved reconstruction of the existing mainline interstate roadways, addition of an adjacent CD system, 17 bridge structures (multiple-span curved steel girder, multiple-span Florida bulb-T girder, AASHTO girder bridge construction), 10 major construction and traffic phases with complex MOT operations (interstate closures/ detours), PCC pavement mainline roadways, 300,000 square feet (sf) of MSE walls, cantilever retaining walls, cast-in-place variable height median barrier wall, urban roadway reconstruction, complex phased drainage and earthwork construction, overhead sign structures (truss and cantilever), relocation of the three main trunk lines of the SUNGUIDE ITS system, significant environmental constraints including control of earthwork, and drainage operations within a designated federal superfund site.

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Tanya Reed

Tanya Reed has extensive experience preparing spreadsheets and documents, creating and implementing budgets, planning and organizing events, maintaining good rapport with employees and contractors, and utilizing software systems to track and manage expenditures. She possesses expertise in Microsoft Office applications, accounting software such as QuickBooks and Peachtree, project management, and day-to-day office operations. Her construction engineering and inspection (CEI) responsibilities and experience includes preparing, managing, and reporting the Florida Department of Transportation (FDOT) required documentation utilizing electronic and physical filing systems; maintaining updated pay quantity calculations; preparing monthly and final estimates; tracking and facilitating coordination of contractor-initiated submittals; preparing contractor monthly progress payments; evaluating and processing contract changes through Supplemental Agreements and Work Orders; preparing agenda and meeting minutes for weekly progress meetings; scanning and attributing documents to FDOT's Electronic Document Management System (EDMS) and ProjectSolve; and managing equal employment opportunity (EEO) compliance documents.

ROLE

Construction Engineering & Inspection

EXPERIENCE

27 years

EDUCATION

Associate of Science, Business Administration, Florida Community College of Jacksonville

REPRESENTATIVE PROJECT EXPERIENCE

CR 361 Bridge 380040 Replacement over Clearwater Creek, Taylor County, FL. Contract Support Specialist. Responsible for reviewing project documents for completion and accuracy. The project consisted of temporary fencing, a temporary division with a temporary bridge, removal of the existing bridge, a new flat slab bridge, temporary and permanent wetland impacts, excavation in Clearwater Creek, roadway reconstruction, milling and resurfacing, guardrail, and roadway signage and pavement markings.

SR 206 Resurfacing from I-95 to Intercoastal Waterway Bridge, St. Johns County, FL. Contract Support Specialist. Responsible for contract services of the $4.8 million 5.1-mile project that involved milling and resurfacing, base work, shoulder treatment, drainage improvements, curb and gutters, signage, guardrail, and MOT. Tanya's responsibilities included uploading digital documentation in Project Solve SharePoint, recording and documenting pre-services and pre-construction meetings, verifying contractor's pre-construction submittals, preparing monthly time adjustments, creating project status reports, submitting EEO compliance documents, as well as attending and documenting bi-weekly progress meetings.

I-95 at North I-295 Interchange, Duval County, FL. Associate Contract Support Specialist. Responsible for assisting with the $11.2 million interchange project, which increased capacity, modernized infrastructure, and enhanced safety. Improvements included the installation of a roundabout, new concrete pavement, which was incorporated into all ramps, collector-distributor (CD) roads, and mainline pavements west of the US 17 interchange. Associate Contract Support Specialist responsible for reviewing the contractor's monthly estimate package for clerical/calculation errors at the instruction of the Project Administrator and obtaining and reviewing the field daily work reports from inspectors, and entering progress quantities based on plan review.

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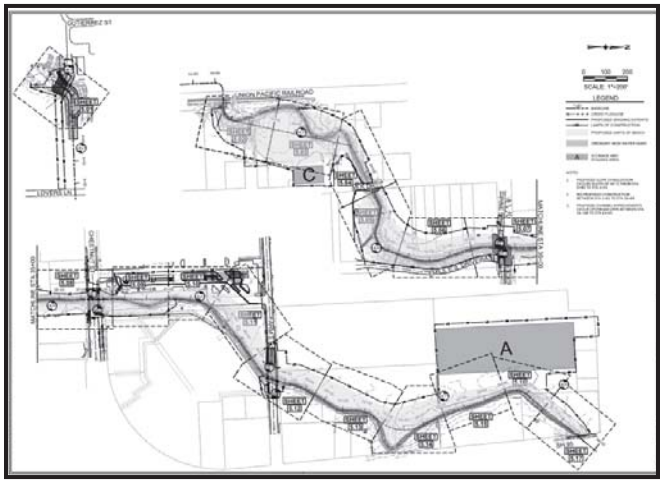
TAB 03 – PAST PERFORMANCE/REFERENCES

03 PAST PERFORMANCE/REFERENCES

Gills Branch

City of Bastrop, Bastrop, Texas



PROJECT RELEVANCY

- Sheet Pile Headwalls
- Bridge Replacement Project
- Bulkhead
- Marine Timber Design
- Slope Stability
- Hydrologic and Hydraulic (H&H) Study
- Flood Mitigation
- Civil Engineering

The City of Bastrop participated in the Bastrop County Flood Protection Planning study to analyze Gills Branch. The Gills Branch watershed study was conducted by Halff which included hydrologic and 1-dimensional (1D) hydraulic analysis, which extended from Highway 95 at the upper end to its confluence at the Colorado River. The detailed watershed analysis of Gills Branch determined that a significant amount of creek flow leaves the western channel bank and flows in a westward direction through the streets and neighborhood towards the railroad during the 1 percent annual chance exceedance (ACE) (100-year storm event). During the 2015 Memorial Day flood event, the City experienced this westward overflow that overtopped the railroad, flooding a large area of downtown Bastrop. The 1D hydraulic model indicated the overflow but did not indicate the complex drainage flow through the streets and neighborhood.

Building off the Bastrop County Flood Protection Planning study, the City hired Halff to develop a 2D model of Gills Branch to determine the extent of the overland flow leaving the creek and to develop a flood mitigation solution to reduce flood risk. The objectives of the flood mitigation study were to Refine the 1D model with 2D overflow interaction to understand overflow drainage patterns; Develop a flood mitigation solution to address creek flooding; Evaluate and design the flood mitigation solution using recently released Atlas 14 rainfall data. Halff's flood mitigation solutions included the replacement of three culvert crossings with slab beam bridges and associated wingwalls, 4,970 LF of channel improvements including revised channel grading and erosional control measures. Halff designed the replacement bridges at Chestnut St., Farm St., and Pine St., including revised grades, maximum spans, and optimized bridge profile thickness to reduce obstructions in the creek. The bridges consisted of two skewed and one straight slab beam bridges founded on drilled shaft foundations. Creek modifications at the existing MLK Dr. culvert crossing required the addition of driven sheet pile retaining walls fabricated from A-588, Grade 50 weathering steel and concrete cap to provide an aesthetic but cost-effective retaining wall within limited right-of-way. These solution removes 196 homes from the 100-year floodplain and reclaims 102 acres of floodplain within the downtown area. Halff completed design plans and specifications for the flood mitigation improvements that included channel benching and bridge improvements to prepare shovel-ready plans in anticipation of available grants to fund construction.

TEAM MEMBERS

Cameron Vester, PE
Eric Christiansen, PE, SECB, LEED AP

COMPLETED

May 2021 (Design)

REFERENCE

Trey Job, Assistant City Manager
City of Bastrop
P.O. Box 427
1311 Chestnut Street
Bastrop, TX 78602
tjob@cityofbastrop.org

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Marble Falls Park Improvements

City of Marble Falls, Marble Falls, Texas

PROJECT RELEVANCY

- Sheet Pile Bulkheads
- Bulkhead Renovation and Retro Fits
- Slope Stability
- Retaining Walls
- Fast-Tracked Project & Schedule Constraints
- Landscape Architecture
- Pedestrian Planning

TEAM MEMBERS

Cameron Vester, PE
Paul Rielly, PE

COMPLETED

June 2020 (Design)

REFERENCE

Robert Moss, Park Manager
Wilco PARD
194 Reveille Way
Liberty Hill, TX 78642
rmoss@wilco.org

This project consisted of the design of pavement improvements for parking and interior roadway, a boat ramp, drainage, and water/wastewater utility improvements, a riverside beachfront attraction, and construction phase administration services for Lakeside Park on the Colorado River. Halff developed alternate designs for cost estimating and identified the City's budgetary constraints in relation to feasibility of performing various improvements. Halff's efforts helped save the City substantial cost by identifying tasking the City was able to complete instead of contracting out labor resulting in enough available funding for the City to acquire all desired improvements as designed by Halff. Lakeside Park included a 13,125 SF waterfront sand-beach with wading-pool attraction, relocation of various utilities, and a hike and bike trail connecting all points of the park. Halff developed construction remodeling plans including demolition plans, drainage and water quality design, utility relocations and placement, and roadway and parking design all on a truncated timeline to enable the bidding and selection process to complete prior to the lake draw down scheduled at the new year. Structural items included retrofitting of existing concrete bag bulkhead walls, construction of new cast-in-place concrete and sheet pile walls, and cast-in-place concrete site retaining walls. Existing concrete bag walls were first assessed to determine their overall condition and then analyzed to determine if retrofitting of concrete caps was feasible. Retrofitting the existing bag walls were preferred over a full replacement due to tight budgetary and construction schedule constraints. Halff's structural and landscape disciplines worked closely together to seamlessly incorporate the riverside wading attraction into the bulkhead system without hindering its functionality.

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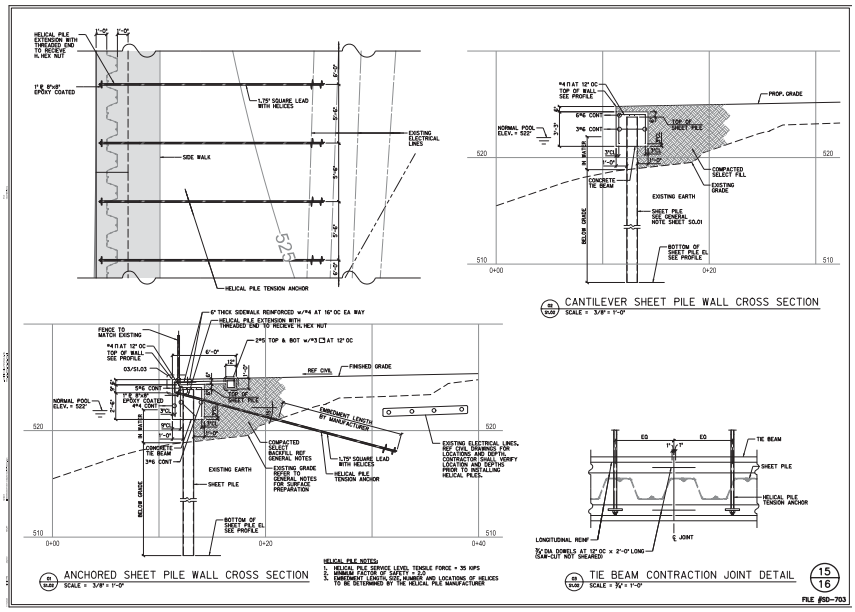
Lynn Creek Marina Wall and Erosion Improvements

City of Grand Prairie, Grand Prairie, Texas



PROJECT RELEVANCY

- Sheet Pile and Cap Design
- Slope Stability
- Erosion Control
- Pedestrian Access
- Civil Engineering

TEAM MEMBERS

Cameron Vester, PE
Paul Rielly, PE

COMPLETED

December 2020 (Design)

REFERENCE

Romin Khavari, City Engineer
City of Grand Prairie
P.O. Box 534045
300 W. Main Street
Grand Prairie, TX 75053
gjohnson@gptx.org

The Lynn Creek Marina Wall and Erosion Improvements project included the development of plans to stabilize 170 linear feet of an existing slope retainage system, which had a history of problems. Prior to Halff's involvement with this project, numerous retainage systems had been constructed by the City of Grand Prairie in an attempt to stabilize the slope across from the Oasis Restaurant located at the north end of the marina. Each of these systems failed within months after their construction was completed. Halff was contracted to analyze the slope instability problem and provide a solution. Halff's surveying staff documented the existing site conditions and established horizontal and vertical control, including elevations within the waters edge to adequately cover upstream and downstream tie-ins for proposed designs. Halff's structural engineers worked closely with the geotechnical engineering consultant to develop a scope of work to identify the project's geotechnical constraints and parameters. Halff's structural engineers evaluated various alternative retainage systems with associated cost estimates for each and presented these potential solutions to the City of Grand Prairie. An anchored steel sheet pile system was the accepted solution which included driven sheet pile with a cast-in place concrete tie beam at the top and anchored with laterally installed helical piles. Helical piles were selected as the preferred anchorage in lieu of soil nails due to their ability to develop significant tensile restraint thereby reducing the number of anchors required. For erosion and sedimentation controls, rock riprap was installed at the transition areas leading up to the retaining wall. Halff oversaw the preparation of the civil site plans, structural plans, sections, details and specifications as well as provided construction administration services throughout construction until the project was completed.

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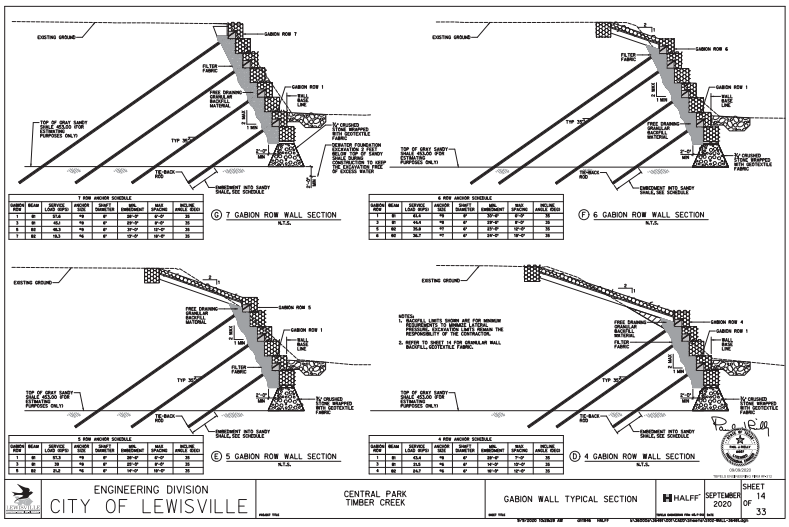
Timber Creek Streambank Stabilization, Phase 2

City of Lewisville, Lewisville, Texas

Halff was responsible for the analysis and design of 1,200 lf of streambank stabilization along Timber Creek including tieback gabion walls, gabion mattress, rock riprap, and turf reinforcement mat. Homeowners along creek were losing backyards, in addition to several structures being impacted due to erosion and sloughing of the creek bank. The Halff team assessed the existing erosion conditional and potential, developed a range of alternative, and implemented improvement for locations identified as critical. This project involved detailed analysis, design, cost estimation, and preparation of construction plans, specifications, and bid documents.

The gabions measure 3 feet wide by 3 feet in depth with wall heights varying from 3 feet to 24 feet above the creek way. The wall structure is comprised of a reinforced continuous reinforced concrete beam embedded into the gabions which are anchored into the underlying shale stratum with grouted tendons with bonded lengths varying from 5 feet to 27 feet.



PROJECT RELEVANCY

- Structural Design of Anchored Wall System
- Slope Stability
- Erosion Control
- Pedestrian Access to Park
- Connectivity
- Civil Engineering

TEAM MEMBERS

Cameron Vester, PE
Paul Rielly, PE

COMPLETED

May 2022 (Design)

REFERENCE

Sarenna Moore, PE
City of Lewisville
P.O. Box 299002
Lewisville, TX 75029
smoore@cityoflewisville.com

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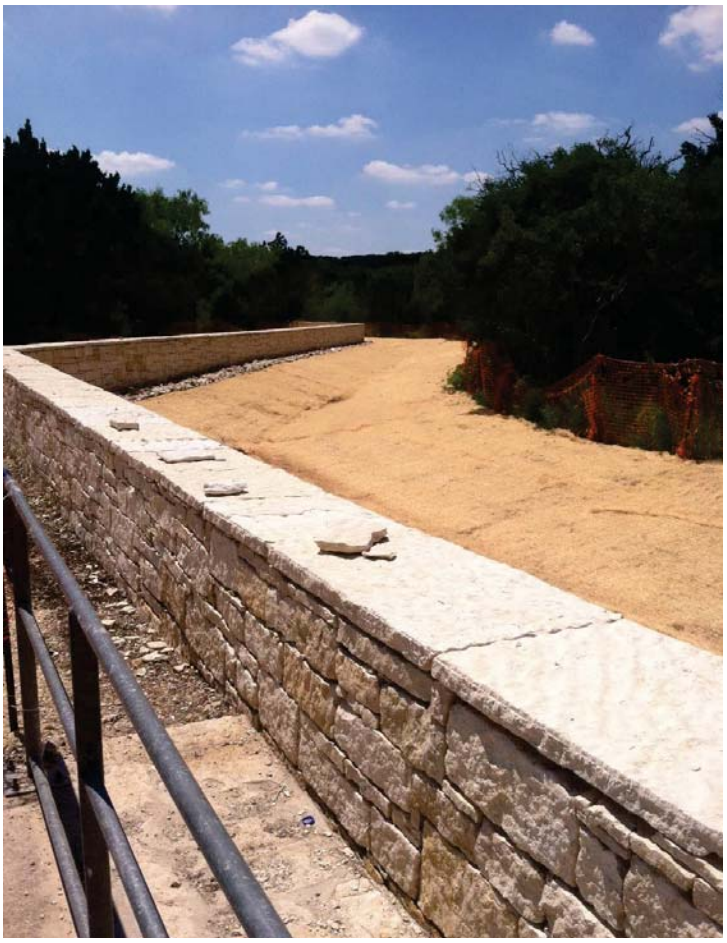
Government Canyon Flood Control Improvements

Texas Parks & Wildlife Department, Bexar County, Texas



PROJECT RELEVANCY

- Flood Control
- Slope Stabilization
- Cast-in-Place Retaining Wall
- Hydrologic and Hydraulic (H&H) Study
- Civil Engineering

TEAM MEMBERS

Cameron Vester, PE
Paul Rielly, PE

COMPLETED

August 2015 (Construction)

REFERENCE

Neil Thomas
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, TX 78744
neil.thomas@tpwd.state.tx.us

Government Canyon State Natural Area is an 8,500-acre area in Bexar County, located just northwest of San Antonio. Since the opening of the park in 2005, on-site buildings had been subjected to flooding twice, during rainfall events in 2007 and 2009. Site observations during the 2007 flood event described several inches of water quickly rising and entering the buildings. Observations during the 2009 event describe floodwaters reaching the building facades but not flowing to the building interiors. Texas Parks and Wildlife Department (TPWD) contracted Halff to develop hydrologic and hydraulic (H&H) models that accurately simulate historical (2007 and 2009) and synthetic (flood frequency) events; then use the models to propose a flood mitigation project.

Preliminary topographic analysis suggested that the Government Canyon State Natural Area (GCSNA) buildings were flooding from the adjacent Culebra Creek, but rather by local drainage from the contributing basin northwest of the buildings. Due to the complexity of varied directional flow combined with the temporal dynamics of multiple creek diversions, Halff created a detailed 2D hydraulic model utilizing XPSWMM software. The structural engineers worked closely with the hydraulic results to determine the scour potential at this site and established the required embedment depth for the wall foundation. The structural design of the wall is comprised of a core of a conventional cast-in-place reinforced concrete inverted T-Wall. For aesthetic purposes, the core is covered with natural stone veneer which is mechanically connected to the concrete core with stainless steel dovetail ties to withstand turbulent flows.

The flood mitigation goal was to improve drainage conditions while preserving the natural park setting of the area by maximize the use of Green Infrastructure (GI) softer solutions. The final drainage improvements included a flood protection wall in combination with grass lined drainage swales and porous pavement sidewalks.

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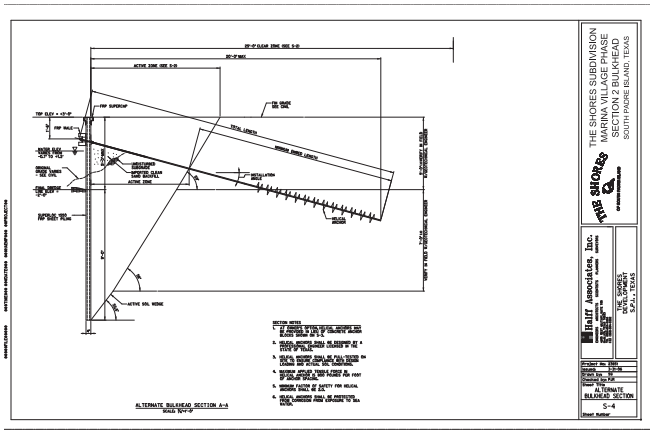
The Shores Development Marina Village

Shores Development, South Padre Island, Texas

This project included the design of approximately 2,500 lf of anchored fiber-reinforced polymer (FRP) sheet piling to serve as a bulkhead for a new residential and commercial development along the Laguna Madre waterfront. FRP sheet piling was selected to prevent corrosion in a sensitive marine environment. The anchorage system for the sheet piling was comprised of galvanized tendons embedded at a 30-degree angle from a FRP waler located near the top of the sheet piling. The embedded tendons terminated at a concrete dead man anchor located approximately 20 feet behind the FRP piling. Halff provided engineering and support for the development of this master planned community. The infrastructure design consisted of roadway design, sanitary sewer design, water distribution design, coordination of drainage master planning and design. Unique attributes of this project included the use of cement treated subgrade, and pavement surface comprised entirely of brick pavers.



PROJECT RELEVANCY

- Structural Design of Anchored Wall System
- Slope Stability
- Erosion Control
- Pedestrian Access to Park
- Connectivity
- Civil Engineering

TEAM MEMBERS

Eric Christiansen, PE
Paul Rielly, PE

COMPLETED

October 2017

REFERENCE

Richard Franke
Shores Development
8605 Padre Island Boulevard
South Padre Island, TX 78597
richardsr@frankerealtors.com

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TAB 04 – RELEVANT INFORMATION

04 RELEVANT INFORMATION

Firm Information

Halff is an employee-owned firm that was founded in Dallas in 1950 by Albert H. Halff, PhD-Eng, PE. Today, Halff preserves Dr. Halff's legacy of integrity, dedication to client service and commitment to quality. We are a progressive firm committed to providing value through reliable engineering services. As one of the nation's leading engineering, architecture, and planning consulting firms, Halff offers the City of Fernandina Beach the expertise of more than 200 employees in our Florida offices, and 1,400 professionals nationwide who can provide behind-the-scenes technical expertise to make certain this project is visionary, realistic, and achievable.

Halff's management team has long been committed to providing smarter solutions that result from collaboration and a distinctly personal touch. This passion for personalized service flows directly from Dr. Halff's belief that a company is nothing more than the sum of its people. By nurturing individuals and providing trust and autonomy, all teams in the organization are unleashed to pursue the best possible solution, the best possible way.

Halff's local Jacksonville office will lead this contract with support from other Halff offices throughout the Southeast.

Halff Jacksonville Office
9995 Gate Parkway N
Suite 200
Jacksonville, FL 32246
904.730.9360

ENR
Engineering News-Record
TOP 500 RANKING
NO 97

HALFF: IMPROVING LIVES & COMMUNITIES BY TURNING IDEAS INTO REALITY

ESTABLISHED
— 1950 —

28
OFFICES

EMPLOYEE-OWNED ENGINEERING & ARCHITECTURE FIRM

1,400
EMPLOYEES

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Comprehensive Firm

With a universe of services under one roof, the Halff team can seamlessly deliver smart solutions for this project, on-time and within budget.

HALFF IN-HOUSE SERVICES

- ✓ **Land and Site Development Architecture**
- ✓ **Water Resources**
- ✓ **Structural Engineering**
- ✓ **Environmental/Permitting**
- ✓ **Construction Services**
- ✓ **Surveying**
- ✓ **Grant Services**
- ✓ **Resiliency**
- Energy
- Federal
- Geographic Information Systems
- Intelligent Transportation Systems
- MEP Engineering
- Planning and Landscape Architecture
- Public Works
- Right of Way
- Software Development
- Subsurface Utility Engineering/ Utility Coordination
- Transportation
- Visualization
- Water/Wastewater

✓ **Services Requested in RFQ 23-05**

Team History

Michael Coffey, PhD, PE
Lead Project/Contract Manager
20+ years Maritime Project Experience

Paul Rielly, PE
Quality Control
40+ years Structural Project Experience

Cameron Vester, PE
Structural Engineering Lead
12+ years Structural Project Experience

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TAB 05 – CITY EXHIBITS

05 CITY EXHIBITS

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Halff Associates, Inc.

Federal Taxpayer ID: 75-1308699

Mailing Address: 9995 Gate Parkway N, Suite 200

City, State, & Zip Code: Jacksonville, FL 32246

Telephone: 904.730.9630 **Fax:** N/A

Email: mcoffey@halff.com

Submitted By: Michael Coffey, PhD, PE, LEED AP

Title: Contract Manager

Accounting Contact:

Name: Jamie Kubik **Title:** Project Accounting Manager

Email Address: jkubik@halff.com **Phone:** 214.217.6409

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 Resiliency Waterfront Bulkhead System Engineering and Design

2. This sworn statement is submitted by (entity) Halff Associates, Inc. whose business address is 9995 Gate Parkway N, Ste 200, Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 75-1308699 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Michael Coffey and my relationship to the entity named above is Contract 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, must 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 must be considered an affiliate.

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

____ The person or affiliate was placed on the convicted 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.)

_____ 2/2/23
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of February, 2023, and is personally known to me, or has provided _____ as identification.

Notary Public State of Florida
Tyler Keppel
My Commission HH 019387
Expires 07/08/2024

Tyler Keppel
Notary Public
My Commission expires: 07/08/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

10

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Halff Associates, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32246

SIGNATURE: _____ PHONE: 904.456.9802

NAME (TYPED OR PRINTED): Michael Coffey, PhD, PE, LEED AP TITLE: Contract Manager

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Resiliency Waterfront Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Michael Coffey, PhD, PE, LEED AP | Halff Associates, Inc.

Authorized Signature: _____

Title: Contract Manager

Date: 7/7/23

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: Michael Coffey, PhD, PE, LEED AP Title: Contract Manager

Signature: _____ Date: 2/2/23

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Resiliency Waterfront Bulkhead System Engineering and Design

This sworn statement is submitted by (entity) Halff Associates, Inc. whose business address is 9995 Gate Parkway N. Ste 200. Jacksonville. FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 75-1308699 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Coffey, PhD, PE, LEED AP and my relationship to the entity named above is Contract 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 not 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.

7/7/23

Signature Date:

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of February, 2023, and is (personally known to me) or has provided _____ as identification.

Tyler Keppel
Notary Signature

My Commission expires: 07/08/2024

Notary Public State of Florida
Tyler Keppel
My Commission HH 019387
Expires 07/08/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Resiliency Waterfront Bulkhead System Engineering and Design

This sworn statement is submitted by (entity) Halff Associates, Inc. whose business address is 9995 Gate Parkway N, Ste 200, Jacksonville, FL 32246 and (if applicable) Federal Employer Identification Number (FEIN) is 75-1308699 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Michael Coffey, PhD, PE, LEED AP and my relationship to the entity named above is Contract 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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature 2/2/23 Date:

STATE OF FLORIDA
COUNTY OF Duval
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of February, 2024, and is personally known to me, or has provided _____ as identification.

Tyler Keppel My Commission expires: 07-08-2024
Notary Signature

Notary Public State of Florida
Tyler Keppel
My Commission HH 019387
Expires 07/08/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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__X___NO_____ Note, please see statement on the following page regarding litigation.

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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Halff Associates, Inc. — 7/7/23
Firm — Date

Michael Coffey, PhD, PE, LEED AP | Contract Manager
Authorized Signature — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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02 February 2023

Question:

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.

Response:

Halff Associates employs more than 1,370 people in 29 office locations (Texas, Florida, Oklahoma, Arkansas, and Louisiana) and is engaged in roughly 4,500 active projects at any given time. Accordingly, on rare occasions, Halff finds itself as a named defendant in a lawsuit or as a participant in other dispute resolution proceedings related to professional services and/or business in general. Halff is a privately-held corporation and statements regarding litigation and claims, on the advice of Halff's legal counsel and Halff's insurance carriers, must remain confidential. Further, it is important to note that confidentiality and non-discipline requirements are often specifically addressed in release and settlement agreement or relate to employee-employer privacy restrictions and are therefore confidential and not subject to disclosure. As such Halff can only release such confidential information specific request and with the written understanding and commitment that any such information is and shall remain privileged and confidential and the further understanding that any such disclosure by Halff can only be provided if such confidentiality were strenuously protected by both the City and Halff. Further, as this information would provide Halff's competitors with information that would not normally be shared, and such disclosure would create a competitive advantage for such competitors, in order to provide any such information Halff and the City would first have to enter an agreement whereby a written commitment is made by City confirming and guaranteeing that any and all relevant protections (exclusions) under applicable Open Records Laws or equivalent, as well as The Freedom of Information Act (FOIA) would be applied and in fact enforceable. ***Further, Halff can and does affirm that there is/are no past, present, or pending litigations/conflicts which are viewed by Halff as significant or that would adversely affect Halff's ability to fully perform its obligations on this or any other project. Most importantly, Halff has never been adverse to the City in any legal proceedings within any forum.*** Halff and its legal counsel and insurers will consider requests for specific information regarding litigation, therefore please direct any such questions through our General Counsel, Mr. Dan Tanksley, at dtanksley@halff.com or 214-346-6290.

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Halff Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Michael Coffey, PhD, PE, LEED AP | Contract Manager
Printed Name and Title of Contractor's Authorized Official

7/7/23
Date

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: _X_ Prime _____ Sub-awardee Tier_____, if Known: Halff Associates, Inc. 9995 Gate Parkway N, Suite 200 Jacksonville, FL 32246 **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ _____ **Print Name:** _ Michael Coffey, PhD, PE, LEED AP **Title:** Contract Manager **Telephone No.:** 904.456.9802 **Date:** 7/7/23	
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**	

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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	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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	

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	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

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	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Michael Coffey, PhD, PE, LEED AP **TITLE:** Contract Manager

ADDRESS: 9995 Gate Parkway N, Suite 200

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 7/12/23

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. **[RFQ, page 1] –** Page 1 of the RFQ states "All information on the Price Submittal form must be provided, or the submittal may not be accepted." **Please disregard the above sentence in the RFQ. There is no Price Submittal form associated with this RFQ 23-05.**

2. The content of submittals was inadvertently left out of this RFQ. Please provide the following in your response.
   CONTENT OF SUBMITTALS
   Submittals should include the following:
   - **A narrative introductory cover letter (not to exceed two pages).**
   - **Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).**
   - **Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).**
   - **Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).**
   - **City Exhibits A-I**

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Michael Coffey, PhD, PE, LEED AP **TITLE:** Contract Manager

ADDRESS: 9995 Gate Parkway N, Suite 200

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 2/4/23

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1) Is there a DBE/MBE/SBE goal for this project? **No**

2) Does the City of Fernandina Beach publish a list of DBE/MBE/SBE registered firms? **No**

3) [RFQ, page 2] – The RFQ states "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." The hyperlink provided does not work. *Please provide a valid link that we can use to provide our search results with our proposal.* **Please disregard this for the RFQ. This requirement will apply during the invitation to bid process**.

4) [RFQ, page 2] – Although it's not mentioned in Addendum #1, "Proposed Schedule" is part of the evaluation criteria in the RFQ. *Please confirm whether a schedule is still required in our submission, and if so: 1) is there a page limit on the Project Schedule, and 2) what section should we include this in?* **No**

5) [RFQ, page 2] – Although it's not mentioned in Addendum #1, in the "Experience of Team Members" evaluation criteria there is mention of the team demonstrating our understanding of the project. *Please confirm whether we are to include a project understanding/technical approach section in our technical proposal. If so, what are the page limitations and where should we include this section?* **No**

6) Addendum #1 does not mention an Organization Chart. *Should we include an org chart in the "Experience of the Key Team Members" section?* **No**

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Michael Coffey, PhD, PE, LEED AP **TITLE:** Contract Manager

ADDRESS: 9995 Gate Parkway N, Suite 200

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 2/4/25

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. Per Addendum #2, a Project Schedule is no longer required. This was part in the Evaluation Criteria/Scoring Breakdown in the RFQ (worth 20 points). Now that the proposal content has changed from the original RFQ, can you please provide an updated Evaluation Criteria/Scoring Breakdown by section? **The Evaluation Criteria has changed as follows:**

   Experience of the team members **50 points**
   Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

   Past Performance/References **50 points**
   Has the team members successfully completed similar projects and worked as a team previously on similar projects.

2. Are any previous geotechnical studies or bathymetric surveys available for this project? **No**

3. Can we provide more than 3 similar past performance/reference projects, keeping these within the 6 pages? **Yes**

4. Is this project funded by a grant? If so, may we request a copy of the grant proposal or executed grant for review? **It is funded by a State Grant. A copy of the executed grant will be provided to the consultant who is awarded the design contract.**

5. Does the City have their own geotechnical engineering firm under contract for this project, or will the submitter need to include a geotechnical firm on their team? **No, the submittal does not need to include the geotechnical firm the proposer intends to use.**

6. Does Exhibit "G", Non-Collusion Affidavit, need to be completed for this RFQ package? **All required forms (Exhibits A-I) need to be completed and included with the submittal.**

7. Which of the required forms will need to be completed by any sub-consultants? **None of the required forms need to be completed by any sub-consultants.**

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Michael Coffey **TITLE:** Contract Manager

ADDRESS: 9995 Gate Parkway North, Suite 200

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 2/6/23

1

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. May we provide our own in-house survey team, included in our proposal: May we provide our own in-house Construction Engineering and Inspection (CEI) team, included in our proposal?
   These are acceptable; however, it is not needed to be included as part of the RFQ. We are only looking for information relating to the qualifications and experience to provide the design and permitting phases.

2. Since there was no contract provided with the RFQ, will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions?
   If selected by the City to submit a proposal, the firm will have an opportunity to discuss the terms of a contract.

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STATEMENT OF QUALIFICATIONS

RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

CITY OF FERNANDINA BEACH | RFQ NO. 23-05 | FEBRUARY 2023

COPY

HANSON

TAB A

COVER LETTER

HANSON

HANSON
TRUSTED PARTNERS. PROVEN RESULTS.

8075 Gate Parkway West, Suite 204
Jacksonville, FL 32216-3685

Ph: (904) 737-0090
www.hanson-inc.com

February 14, 2023

City of Fernandina Beach
Wanda Weaks, Purchasing Agent
204 Ash Street
Fernandina Beach, FL 32034

Re: Statement of Qualifications — Resiliency Waterfront Bulkhead System Engineering and Design — RFQ No. 23-05

Dear Ms. Weaks and Selection Committee Members:

The City of Fernandina Beach has a strong commitment to improving the resiliency of your community, in particular the historic downtown, which draws a constant influx of residents, businesses, and tourists. Providing for safety, , user-friendliness, and "hardening" in this area is paramount, and we applaud your efforts to date with Phase 1 of your shoreline resiliency plan.

Hanson Professional Services Inc. is eager to partner with you on the next phase that involves engineering design and permitting assistance for approximately 1,790 linear feet of a waterfront resiliency bulkhead system in the downtown area along the Amelia River. Services will include developing waterfront protection systems and associated structures along five segments to protect the upland areas from natural occurrences such as storm surge, high tides, and sea level rise while keeping the area aesthetically pleasing and maintaining access for users.

Hanson has been privileged to work alongside the City on preliminary assessments of the coastal shoreline over the last two years, in particular the structural analysis of Brett's Waterway Cafe and the surrounding area. Our staff is well-aware of the importance of the overall resiliency effort for the downtown waterfront and project challenges. We believe we provide the City with a competent, well-organized team that can begin work immediately and complete this project successfully. Hanson's advantages for this project include:

- **Current experience in the City at the Fernandina Beach** through our Continuing Engineering Services contract, including the structural analysis mentioned previously. Our staff also has completed projects at the Municipal Airport through a continuing services contract. The Hanson team is eager to expand our experience with Fernandina Beach.
- An **experienced project manager** who has worked previously for the City.
- An **established office in nearby Jacksonville** for quick response.
- A **strong bench of readily available management and production staff** (35 employees in Jacksonville) with proven similar project experience and a history of successfully delivering multi-disciplined projects.

PROJECT UNDERSTANDING

The Fernandina Beach downtown area includes 60 blocks of historic homes, businesses, and cultural sites. To protect this area from future sea-level rise flooding and storm-related events, the City has developed a Downtown Waterfront Resiliency Master Plan divided into segments. One segment has been completed, and the City has received a state grant to move forward with engineering design and permitting for additional segments. For this particular project, the design and permitting will be divided into five segments, with specific requirements for each portion, as identified in the City's RFQ.

The Hanson team provides distinct knowledge of the City's engineering needs and processes, having provided services for the Brett's Waterway Cafe project, and we continue to communicate with City leaders on your future waterfront needs. Our staff members understand the commitment and coordination that will be required to successfully complete this major effort. Many of our staff members have provided engineering design and permitting services for projects with similar challenges, in Florida and throughout the country, to prevent or minimize future flooding and "harden" infrastructure to counter climate change.

In fact, **Hanson's commitment to resiliency on the State's infrastructure is currently front and center.** Our staff is providing important resiliency work through a General Engineering Contract for Transportation Planning for the Florida Department of Transportation (FDOT), District Two, following damage and flooding caused by storms in 2022. Our team is providing infrastructure resiliency planning and conceptual design for eight projects identified as challenged or weakened due to climate change impacts. Hanson is also supporting the District in its effort to seek federal funding for project candidates to be added to FDOT's Federal Grants Project Portfolio. These projects are spread throughout the District along coastal roadways.

Hanson provided resiliency design measures and preliminary construction cost estimates for project-specific improvements, including elevating roadways, installing backflow preventer devices/pump stations, upsizing drainage pipes, replacing box culverts and bridges, and installing seawall. Hanson developed project-specific checklists with narrative descriptions outlining the challenges, needs, and proposed remedies. Hanson completed this initial work within two weeks, which allowed District Two to complete and submit screening tool applications to the FDOT Central Office. This work is continuing into 2023 and likely will involve additional services as funding is secured.

Hanson also has current and previous experience within Nassau County. Our team has worked on two recent PD&E Studies that cross through the county: I-10 Express Lanes from CR 125 to I-95 and I-95 Express Lanes from I-10 to the Georgia State Line. We are very familiar with the topography in the area and have completed analyses for coastal roads in the area. Our transportation staff have held FDOT districtwide transportation contracts for many years to provide services throughout northeast Florida. Hanson provided design and post-design services for the new Fire Station 71 on Chester Road in Yulee, and our team also worked for many years with the Omni Amelia Island Plantation Community Association.

PROJECT MANAGEMENT AND TEAM DEDICATED TO SUCCESS

Dennis Wilkinson, PE, will serve as project manager and primary point of contact, providing continuity from our past structural assessment project. He will be your primary contact, lead the Hanson team, and be involved in all phases from notice to proceed until completion. **Dennis has 22 years of valuable experience and strong relationships with key City management staff.** His primary goal will be continuing to meet or exceed your expectations. Dennis and our team have been awaiting this project and are ready and available to begin work immediately.

Dennis has organized a strong, in-house team covering all required specialty services to complete this project. Key team members include:

- **Structural Engineers:** Jeff Tatarek, FL PE (35 years' experience); Robert Chantome, PE (31 years' experience); and Calvin Austiff, PE (9 years' experience)
- **Geotechnical Engineers:** Kip Chepkoit, PhD, FL PE (33 years' experience) and Robert Chantome, PE (31 years' experience)
- **Hydraulic Engineers:** Tony Comerio, FL PE, CFM (26 years' experience) and Brian Wozniak, FL PE, CFM (32 years' experience)
- **Civil Engineers:** Lee Bloome, FL PE (24 years' experience) and Randy Downing, FL PE (37 years' experience)
- **Geologists/Hydrogeologists:** Suzanna Keim, FL PG (16 years' experience) and Rhon Hasenyager, PG (33 years' experience)

Brief resumes for these key staff follow in the next section. If needed, Hanson employs approximately 570 employees nationwide, offering ample capacity for additional resources that can be assigned to this project.

Thank you for reviewing Hanson's qualifications. *We acknowledge receiving Addendums 1-4 and have incorporated this information into our response.* Hanson has a clear understanding of the design goals and the critical time frames for this project. Our team approach will allow us to strategically execute this project to the City's benefit, and we are prepared to begin work right away. Our full-service, highly qualified team has worked together successfully on numerous projects.

We appreciate your favorable consideration and look forward to working with the City of Fernandina Beach to see this important project through to a successful outcome. Please contact me if you have any questions regarding our Statement of Qualifications that follows.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

Dennis Wilkinson PE, Project Manager
(217) 303-4191
dwilkinson@hanson-inc.com

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TAB B

EXPERIENCE OF TEAM MEMBERS

HANSON

DENNIS WILKINSON, PE

PROJECT MANAGER

Dennis' responsibilities include structural design and analysis, preparing opinions of probable construction cost, project scheduling, and construction observation. He has been involved in a variety of structural projects including dam gate structures, large multi-story buildings, building foundations, storage tanks, mechanical equipment, retaining structures, and finite element modeling of foundation walls, storage tanks, and shear walls. Dennis' field experience includes conducting on-site observation of drilled pier foundations, performing on-site observation, and quality control services.

YEARS OF EXPERIENCE

22

EDUCATION

Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 2002

Associate of Arts, Pre-Engineering, Springfield College, 1999

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer: Florida (No. 84032), 2017; Arizona (No. 53070), 2011; Colorado (No. PE0054973), 2018; Connecticut (No. 330099), 2018; District of Columbia (No. S920078), 2018; Iowa (No. P24600), 2018; Illinois (No. 062-060463), 2008; Kansas (No. 25940), 2017; Minnesota (No. 56554), 2018; North Carolina (No. 046672), 2018; North Dakota (No. PE-27122), 2017; New York (No. 099121-1), 2018; Oklahoma (No. 29970), 2017; South Dakota (No. 13768), 2018; Texas (No. 127998), 2017; Virginia (No. 0402058518), 2017

Registered Structural Engineer: Illinois (No. 081-006720), 2009; Oklahoma (No. 29970), 2017; Utah (No. 8143286-2203), 2011

Project Experience

Concrete Pier Cap Report Peer Review and Structural Investigation, Brett's Waterway Café, Front Street, City of Fernandina Beach, Florida — Project Manager. Provided a peer review of a report assessing the substructure of Brett's Waterway Café to determine its structural integrity. The restaurant owner hired a structural engineer and ground-penetrating radar specialty firm to assess the substructure and determine if the building could be occupied. Hanson conducted a visual observation; met with the firms hired by the owner; reviewed the report to analyze the methods used, the outcome, and any recommendations; and provided a separate report to the City. Following the report review, Hanson provided an in-person field review to assess the conditions of the concrete pier caps to determine their ability to carry code-prescribed gravity and lateral loads.

Algoma Breakwater Repairs, U.S. Army Corps of Engineering, Chicago District, Algoma, Wisconsin — Independent Technical Reviewer. Providing design for breakwater repairs at the Algoma Harbor, a recreational harbor on the western shore of Lake Michigan. The channel is protected by a 1,102-foot-long north pier and a 1,530-foot-long south breakwater. The structures required repairs due to deterioration of the timber crib and loss of stone fill, which led to voids and increased channel sedimentation. The proposed solution is to install sheet pile encapsulation for the entire breakwater. To comply with the State Historic Preservation Office and National Environmental Policy Act, the structure will maintain the top concrete surface elevation and be within the existing footprint, and the catwalk will be removed and reinstalled as needed during construction.

West Side Flood Control System, City of Cedar Rapids, Iowa — Structural Engineer. Served as engineer of record for amphitheater project and 16th Avenue flood wall and gate. Completed risk and resiliency based structural and foundation design for 850 feet of permanent T-type floodwall founded on battered H-piles with a sheet pile cutoff wall. Completing constructability assessments for wall under an arch bridge with 1-inch clearance between low chord and top-of-wall. As a subconsultant, Hanson's hydraulic, geotechnical, and structural engineers were part of a design team for the 3-mile-long flood risk reduction system on the west side of the Cedar River. Conceptual design included foundation considerations for a 45-foot-long roller gate monolith and an opening in the wall for a future 30-foot-deep pump station wet well.

Spaulding Dam Rehabilitation and Spillway Gates Replacements, City Water, Light & Power Springfield, Illinois — Structural Designer. Provided structural design and construction phase services to replace five steel bascule gates with steel, hydraulically operated, leaf gates. Hanson evaluated the rehabilitation and replacement of five 1932-era floating steel drum gates. The project involved installing new hinged-crest gates with hydraulic operators. Provided hydraulic modeling of the proposed gates and spillway to evaluate the energy dissipation capabilities of the structure, as well as development of a breach analysis and Emergency Action Plan (EAP) for the 50-foot-high, 5,800-acre lake. The study area was comprised of 46 watersheds covering more than 5,300 square miles. PMF dam failure scenarios were routed through more than 480 cross-sections spanning 150 river miles over four separate reaches. Inundation mapping was prepared to assess the emergency response needs.

I-74 Retaining Wall Reconstruction, Illinois Department of Transportation, Peoria, Illinois — Structural Designer. Hanson's design for the retaining walls used "fill" wall types within those locations with sufficient right-of-way to accommodate the excavations required for their construction. Such wall types included mechanically stabilized earth walls and conventional reinforced concrete walls. At those locations where restrictive right-of-way and existing infrastructure did not allow construction excavations, Hanson's design used "cut" wall types. Such "cut" wall types included tangent pile walls, secant pile walls and soldier pile and lagging walls. Both cantilever and tied-back designs were used.

Lake Decatur Dam Rehabilitation, Decatur, Illinois — Structural Designer. Provided structural design services for isolated concrete repairs to the upstream side of the Lake Decatur Dam. The dam is located on the Sangamon River, just west of U.S. Business Highway 51, on the south side of the City of Decatur, and is considered a class I structure by the Illinois Department of Natural Resources.

Sylvan Lake Dam Concrete Step Secondary Spillway Replacement, Skillman, New Jersey — Structural Engineer. Provided structural design and drafting services for the replacement of the existing articulating concrete block secondary spillway with a concrete step structure.

Abraham Lincoln Presidential Library & Museum Parking Structure, Springfield, IL — Structural Designer. Provided design of foundation and design loads for precast shear walls of this four-story pre-cast parking garage. The garage consists of a 320-foot by 190-foot, precast prestressed concrete parking structure and a 24-bay bus parking lot. This facility provides parking for the Library and Museum facilities located nearby. The exterior of the garage is clad with gold mortar and exposed aggregate architectural precast panels matching the golden limestone on the Museum and Library buildings. For security purposes, the stair towers are clad with a glazed curtain wall system, and structural walls within the building were kept to a minimum to allow for relatively unobstructed views.

Abraham Lincoln Presidential Library and Museum Pedestrian Bridge, Springfield, Illinois — Structural Engineer. Provided structural design for a pedestrian bridge over SR 97. The pedestrian bridge spans 80 feet over Jefferson Street (SR 97) between the Abraham Lincoln Presidential Library and Museum buildings. The bridge structure is a Vierendeel truss system to accommodate observation through the glass cladding system. The bridge carries not only pedestrian traffic, but also the main electrical, water, and heating supply lines from the central plant in the Library to the Museum.

Memorial Health Systems Springfield Clinic 1st North Medical Office Building & Pedestrian Skywalk, Springfield, Illinois — Structural Engineer. Provided structural design for a four-story medical office building and pedestrian skywalk, which, when completed, will connect the facility with a new 600-vehicle parking garage. As a subconsultant, Hanson provided the structural and electrical engineering services associated with the MOB and skywalk. The entire project was modeled in Autodesk's Revit MEP product to provide 3D clash detection and true coordination between the different systems within the facility. BIM was implemented to design and draw the structural construction documents.

Vehicle Maintenance Facility, Sangamon Mass Transit District, Springfield, Illinois — Structural Engineer. Hanson provided architecture and engineering services for a new vehicle maintenance facility. The project included construction of a 16,000 square-foot pre-engineered metal maintenance building including interior build-out and maintenance equipment. The new maintenance building is adjacent to a new pre-engineered metal bus storage building.

Union Station Rehabilitation and Remodel, Springfield, Illinois — Structural Designer. Provided structural engineering for the renovation of the 19,500-square-foot Union Station. The facility was originally built in 1898 in the Romanesque Revival style and features masonry construction with wood and steel framing. The roof consists of clay tile, and the interior walls are wood framed with plaster finish. The renovation included reconstruction of the building's original 120-foot-tall clock tower; designing a visitors' center that contains information on local Lincoln sites; renovation of the building's second floor to include office spaces; and restoration of the platform on the building's north side back to its original condition.

JEFF TATAREK, PE

STRUCTURAL ENGINEER

Jeff has served as project manager, structural design engineer, and construction inspector for numerous public and private infrastructure projects. He has performed investigations for repair and rehabilitation of flood walls, locks, retaining walls, dams, bridges, and other structures. Jeff has performed hydraulic analysis and design of bridges and culverts. His bridge design experience includes continuous concrete slab, prestressed box beam, single and multi-span prestressed I-beam bridges, curved girder, rolled beam, welded plate girder bridges, deck replacement, structural repairs and capacity upgrades.

YEARS OF EXPERIENCE

35

EDUCATION

Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 1986

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer: Florida (No. 91446), 2021; Nevada (No. 13651), 1998; Illinois (No. 062-047280), 1992; Indiana (No. PE10910489), 2009

Registered Structural Engineer: Illinois (No. 081-005159), 1994

Project Experience

West Side Flood Control System, City of Cedar Rapids, Iowa — Structural Engineer. Completed risk and resiliency based structural and foundation design for 850 feet of permanent T-type floodwall founded on battered H-piles with a sheet pile cutoff wall. Completing constructability assessments for wall under an arch bridge with 1-inch clearance between low chord and top-of-wall. As a subconsultant, Hanson's hydraulic, geotechnical and structural engineers were part of a multi-discipline design team for the 3-mile-long flood risk reduction system on the west side of the Cedar River. Conceptual design included foundation design considerations for a 45-foot-long roller gate monolith, an opening in the wall for a future 30-foot-deep pump station wet well.

S-353 Water Control Structure Spillway Repair Design, Citrus County, Florida — Structural Engineer. Provided final design of spillway repairs at Water Control Structure S-353 on Lake Tsala Apopka in Citrus County. Design plans were developed to reconstruct the spillway toe underdrain, reconstruction of the sill underdrain, a pier wall extension, filling voids with grout, and repairs to the concrete surface and joints. Hanson's services included stakeholder coordination, data collection, evaluation of available data, preliminary design assessment, modification and advancement of preliminary plans to 100% design plans, bidding services, and shop drawing review. The project has been bid, and construction is expected to begin in early 2023.

Horseshoe Lake Spillway Replacement, St. Clair County, Illinois — Project Engineer. Completed structural design of a structure to replace the existing spillway in Illinois' seismic zone 3. The new spillway will allow for future elevation of the lake's water surface elevation. The work consisted of developing the spillway cross section, the structural design of the concrete spillway, gate operating platform, concrete retaining walls, and temporary sheet piling cofferdams. The concrete spillway and retaining walls are pile supported due to unfavorable soil bearing conditions.

Arsenal Dam Underwater Concrete Repairs, U.S. Army Tactical Army Command-Rock Island, Illinois — Project Manager. This project involved providing structural engineering services for design, demolition, and repair of concrete and structure on the designated area of the old and new sections of the Dam at Building 160. The work included repair to a hole in the upstream wall at Bay 16; repair of the scour damage at the timber crib substructure beneath the downstream south bulkhead; repair of the mudline scour beneath the downstream outlet tunnels of Bays 2 and 3; repair of construction joints within the outlet tunnels for Bays 1 and 3; and repair of the concrete upstream bullnose on the north side of Bay 1.

Spaulding Dam and Bridge Condition Survey, City Water, Light & Power Springfield, Illinois — Structural Engineer. Performed a condition survey on the dam structure, retaining walls, and five-span reinforced concrete bridge that spans the dam. The team used the information from the survey and other testing data to prepare a proposal for repairs to the dam and bridge structures.

ROBERT CHANTOME, PE

STRUCTURAL AND GEOTECHNICAL ENGINEER

Bob has extensive experience as a structural and flood/retaining wall engineer. He has experience in all phases of engineering projects, including conceptual design, site investigations, final design, construction, and forensic evaluations. Bob is an expert in investigating and analyzing selection of retaining wall types for construction in confined areas and those designed near water. His experience includes more than 60 retaining walls of varying types for a variety of projects for local, state, and federal governments, including the U.S. Army Corps of Engineers.

YEARS OF EXPERIENCE

31

EDUCATION

Master of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 1990

Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 1989

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer: Illinois (No. 062-049325), 1994; Missouri (No. 026529), 1994; Iowa (No. 19011), 2008; Kentucky (No. 24336), 2005

Registered Structural Engineer: Illinois (No. 081-006048), 2004

Project Experience

Stratton Lock and Dam Lock Capacity and Water Level Control Improvements, Illinois Department of Natural Resources, McHenry County, Illinois — Structural Engineer. Responsible for design of lock foundations, sheetpile walls, and gate structure foundation. Hanson provided a predesign report, engineering, and design services as well as architectural and design services and bidding for the improvement of lock capacity and water level control at the Stratton Lock and Dam on the upper Fox River in McHenry connecting to the Chain O' Lakes and the lower river in Algonquin. The project included the remote control and monitoring of the Obermeyer Gate at Algonquin.

Emiquon Preserve Water Control Structure Planning, Design and Construction Services, The Nature Conservancy, Fulton County, Illinois — Structural Engineer. Responsible for design of water control structure, pedestrian bridge, and appurtenant sampling structures, which included design of pump discharge penetrations and the riser structure wall, integrated foundations for cranes on top of the water control structure and sheet-pile cut-off walls. Also designed a custom trash rack mounting system, provided early contractor involvement to inform value-based design, conducted constructability evaluations, oversaw productions of plans and specifications, and provided construction-phase engineering services.

West Flood Control System, City of Cedar Rapids, Iowa — Structural/Geotechnical Engineer. Provided structural and foundation design for 850 feet of permanent T-type floodwall founded on battered H-piles with a sheet pile cutoff wall. Completed constructability assessments for wall under an arch bridge with 1-inch clearance between low chord and top-of-wall. As a subconsultant, Hanson's hydraulic, geotechnical and structural engineers were part of a multi-discipline design team for the 3-mile-long flood risk reduction system on the west side of the Cedar River. Conceptual design included foundation design considerations for a 45-foot-long roller gate monolith, an opening in the wall for a future 30-foot-deep pump station wet well. Conceptual design included foundation design considerations for a 45-foot-long roller gate monolith, an opening in the wall for a future 30-foot-deep pump station wet well with integral fronting protection, and a recreational trail transition to a cantilevered trail on the river side of a future floodwall segment.

Monarch-Chesterfield Levee District, U.S. Army Corps of Engineers St. Louis District, Chesterfield, Missouri — Structural Engineer. Providing engineering services for the design and construction of a T-type flood wall. Plans and specifications were prepared, and material quantities and a construction cost estimate were developed for a pile-supported, reinforced-concrete T-type floodwall, appurtenances and all civil site improvements. Protects the Walnut Grove commercial development from a 500-year flood on Bonhomme Creek.

Task Force Guardian Hurricane Protection Restoration, U.S. Army Corps of Engineers, New Orleans District, Various Locations, Louisiana — Geotechnical Engineer. Responsible for monitoring and recording quality control and quality assurance test results on multiple levee and flood gate construction projects in Plaquemines Parish.

CALVIN AUSTIFF, PE

STRUCTURAL ENGINEER

Calvin is a structural engineer with experience in complex transportation and building projects. He provides design, inspection, evaluation, and structural analysis services. His experience includes hand- and computer-aided structural design, project coordination and communication, and structural drawing preparation for multiple structures, including flood walls and gate structures. Calvin is proficient in software such as MicroStation, AutoCAD, Group, LPile, and RISA-3D.

YEARS OF EXPERIENCE

9

EDUCATION

Master of Science, Civil Engineering, Southern Illinois University-Carbondale, 2014

Bachelor of Science, Civil Engineering, University of Illinois at Urbana-Champaign, 2013

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer: Missouri (No. 2020025111), 2020; Iowa (No. P27074), 2021; Illinois (No. 062070430), 2018; Wisconsin (No. 49504-6), 2022

Registered Structural Engineer: Illinois (No. 081008548), 2020

Project Experience

Flood Damage Reduction, City of Cedar Rapids, Iowa — Structural Engineer. Responsible for structural design of reinforced concrete floodwall monoliths, steel closure gate structures, and structure-mounted multi-use path for the Cedar Rapids flood control system. Additional responsibilities included review of structural design computations, review of structural contract drawings, preparation of structural Design Documentation Reports, preparation of conceptual exhibits, closure gate fabrication site visits, and participation in design coordination meetings, as well as conceptual design of the alignment of the flood protection system for the west side of the Cedar River. Hanson's scope of services included public involvement, federal and state agency coordination, geotechnical services and hydraulic modeling of the Cedar River. The flood control systems consisted of cast-in-place reinforced concrete T-type or L-type floodwalls supported on steel H-piles, micropiles, or drilled shafts. The floodwall design process consisted of determining design loads based on 750-year design floods, determining appropriate floodwall dimensions, finite element modeling of the floodwall foundations to determine soil-structure interactions, and designing of the floodwall reinforcement scheme. The closure gate structures were roller gate, swing gate, and miter gate type structures designed per U.S. Army Cops of Engineers criteria and standards.

Dallman Flue Gas Desulfurization Wastewater Treatment, City Water, Light & Power Springfield, Illinois — Structural Engineer. Reviewed structural design computations and contract drawings and assembled structural construction specifications for reinforced concrete Dallman Wastewater Treatment Plant structures.

Water Purification Plant Process Waste Pond Relocation, City Water, Light and Power, Springfield, Illinois — Structural Engineer. Reviewed structural design computations and contract drawings and assembled structural construction specifications for reinforced concrete Lime Pond structures. Provided engineering services for the relocation of the Water Purification Plant's three waste lime ponds. The ponds are constructed on top of fly ash fill near the Dallman and Lakeside ash ponds.

Structural Design for Special Structures, Illinois Department of Transportation, Various Counties, Illinois — Structural Engineer. Responsible for load rating multiple elevated steel City Front Plaza structures in Chicago, Illinois, using AASHTOWare BrR, RISA 3D and various design spreadsheets.

Irving Park Road over North Branch of Chicago River (Retaining Walls), Chicago Department of Transportation (CDOT) Chicago, Illinois — Structural Engineer. Designed retaining walls along the Chicago River. One structure is a permanent steel soldier pile wall with cast-in-place reinforced concrete facing, and the other is a permanent tied-back steel sheet pile wall with cast-in-place reinforced concrete cap. The sheet pile wall tie-back system consists of a double-channel waler, galvanized steel tied rods, and ground anchors. The retaining walls are along the west side of the river and support a multi-use path along the river. Services include inspecting existing retaining walls, preparing structural drawings, computing quantities, coordinating subconsultants, and assembling special provisions.

KIP CHEPKOIT, PHD, PE

GEOTECHNICAL ENGINEER

Kip's experience includes geotechnical subsurface explorations and computation, analysis, and design of soil-structure interaction. Specific areas of geotechnical studies include settlement of structures and embankments; slope stability and stabilization; deep and shallow foundation design; geotechnical seismic evaluation and design; retaining structures; soil shrink/swell/collapse and remediation; shoring and retention systems; non-destructive testing of foundations; tunnel design; site grading and compaction; and soil stabilization using deep dynamic compaction and chemical stabilization.

YEARS OF EXPERIENCE

33

EDUCATION

PhD, Civil Engineering, University of Maryland-College Park, 1999

Master of Science, Civil Engineering, University of Maryland-College Park, 1993

Bachelor of Science, Civil Engineering, University of Nairobi, 1990

PROFESSIONAL REGISTRATIONS

Registered Professional Engineer: Florida (No. 83816), 2017; Ohio (No. E-66228), 2001; Washington (No. 52399), 2015; Oklahoma (No. 27821), 2015; Louisiana (No. 36248), 2011; Illinois (No. 062063436), 2011; Tennessee (No. 112972), 2009; Arkansas (No. 13692), 2009; Iowa (No. 18405), 2007; Mississippi (No. 16579), 2005; Indiana (No. PE10403574), 2004; New York (No. 101395-01), 2019; Missouri (No. 2011005041), 2011; Michigan (No. 6201067909), 2018

Project Experience

Miami and North New River Canals Conveyance Improvements, South Florida Water Management District, Various Locations, Florida — Geotechnical Engineer. Providing structural inspection and analysis, hydraulic analysis and modeling, and structural design to improve conveyance for bridges in the Miami Canal and North New River Canal. The project is a part of the Central Everglades Planning Project, a long-term effort to improve conveyance between Lake Okeechobee and the A-2 Reservoir. The initial inspection includes 23 bridges on the canals, and bridges requiring improvements will be ranked by priority before proceeding to design.

Trinity River Bypass Channel Hard Edge Retaining Walls Technical Evaluation, Trinity River Vision Authority, Fort Worth, Texas — Geotechnical Engineer. Hanson provided engineering analysis services for the Technical Evaluation of the Bypass Channel Hard Edge Retaining Wall Structures. Completed independent peer review and evaluation to determine if the wall design was appropriate and to identify potential refinements that could provide additional economy in the hard edge retaining wall design.

West Side Flood Control System, Cedar Rapids, Iowa — Geotechnical Engineer. Responsible for geotechnical field exploration and laboratory testing plans, geological, engineering and seismic characterization of subsurface materials, settlement, seepage management analysis and design, and development of foundation recommendations for levees, floodwalls, closure structures, pump stations and gates.

Lake Pontchartrain Vicinity (LPV 101 & 111), Floodwalls and Levees, U.S. Army Corps of Engineers New Orleans District, New Orleans, Louisiana — Geotechnical Engineer. Provided geotechnical engineering services for design and construction of floodwalls and levees and sheetpile bulkhead wall for the Marina. Participated in the design process, determining the geological/soil profiles, and soil parameters; performing global stability analyses, settlement analyses, pile capacity analyses, and determining downdrag forces; and deadman/anchor rods; evaluating cofferdam design and temporary shoring during construction sequencing; and preparing plans and specifications.

Hurricane and Storm Damage Risk Reduction System LPV 145 IEPR, U.S. Army Corps of Engineers New Orleans, New Orleans, Louisiana — Geotechnical/Civil Engineer. Responsible for IEPR review of analyses, design, plans and specs for hurricane protection system improvements including pile supported floodwalls. The project consisted of construction of 5.75 miles of pile supported T-wall to provide hurricane risk reduction for the 1% design storm event.

Upper River Des Peres Interceptor and Gate Structures, Metropolitan St. Louis Sewer District, St. Louis, Missouri — Geotechnical Engineer. The project consists of four structures (interceptors gatewells and outfall) along Skinker-McCausland Tunnel. Supervised and coordinated subsurface exploration, geological evaluation and laboratory testing. Performed engineering analyses; provided design parameters for tunneling and open excavations; and prepared geotechnical report.

TONY COMERIO, PE, CFM

HYDRAULICS ENGINEER

Tony is Hanson's environmental practice lead and chief water resources engineer. His expertise involves conducting water supply studies for municipal and industrial clients, performing hydraulic analyses and permitting for typical bridge structures and large-span river bridges as well as the permitting and design of levees, dams, and other flow-control structures. Tony has extensive experience with hydrologic and hydraulic modeling and their integration with geographic information systems for dam breach and flood risk mapping.

YEARS OF EXPERIENCE
26

EDUCATION
Bachelor of Science, Agricultural Engineering, University of Illinois at Urbana-Champaign, 1996

PROFESSIONAL REGISTRATIONS
Registered Professional Engineer: Florida (No. 81607), 2016; AK (No. 14374), 2014; Iowa (No. 20282), 2011; Idaho (No. 18024), 2018; Illinois (No. 062-054896), 2001; Kentucky (No. 32727), 2017; Louisiana (No. 36260), 2011; Missouri (No. 2012005382), 2012; Nebraska (No. E-17546), 2019; South Carolina (No. 32918), 2015; Tennessee (No. 119512), 2017; Texas (No. 130963), 2018; Washington (No. 20111194), 2020; West Virginia (No. 22449), 2017

Certified Floodplain Manager (No. 05-00195), 2005

Project Experience

Pompano Beach Air Park Master Drainage Plan Update, Pompano Beach, Florida — Water Resources Engineer. This project included field reconnaissance, surveys, and review of existing data; preparation of analyses, design reports, feasibility studies, and/or design alternative recommendations; update of the stormwater pollution prevention plan; and meeting and presentations before stakeholder groups. A well field along the western boundary of the airport provides drinking water to the City of Pompano Beach. Well protection zones were established for these well fields. The study included collecting information about the well field to ensure consistency with FAC 62-521 and Broward County well protection criteria.

Stratton Lock and Dam Lock Capacity and Water Level Control Improvements, Illinois Department of Natural Resources, McHenry County, Illinois — Water Resources Engineer. Responsible for performing a detailed technical review of the hydraulic performance and operational considerations for four proposed gate alternatives to control the upstream dam pool that included design and gate operation considerations with respect to ice formation at the dam; also performed an assessment of the existing scour hole downstream of the gate locks that included the preliminary design of scour countermeasures downstream of the existing dam.

Emiquon Preserve Water Control Structure Planning, Design and Construction Services, The Nature Conservancy, Fulton County, Illinois — Hydraulic Engineer. Performed hydraulic modeling of the culvert structures to quantify hydraulic parameters to and from the Illinois River using XP-SWMM. Hanson provided engineering design services for a reinforced concrete type water control structure with steel gates, stop logs, pump station, and appurtenances. The water control structure is integral to the management of the 5,200-acre wetlands/fisheries restoration project and includes functional elements to support biological/fish monitoring programs.

Farmers/Prairie Creek Planning Study, City Des Plaines, Illinois — Project Engineer. Provided flood control studies within the Des Plaines River watershed. The study involved developing 36 alternatives to determine their flood damage reduction benefits. This included updating existing hydraulic models to HEC-RAS, modeling complicated urban hydrology, calibration of historic flood events, developing regional alternatives, and estimating construction costs. The project also utilized GIS to integrate all the spatial components of the study, including LiDAR data, aerial photography, georeferenced cross-section survey data, and digital flood inundation maps.

Strategic Planning Studies For Flood Control, Cities of Bluffs, Palestine, and Edinburg, Illinois — Project Engineer. Provided flood control studies involving flood reconnaissance of the watershed, developing and calibrating hydrologic and hydraulic models based on field survey of the streams, analyzing the economic viability of the alternatives, and drafting a study report. The projects also involved appraisal of residential, commercial and public building located in the flood prone areas as part of a flood damage model used to determine alternative feasibility. The projects used GIS to assemble all the spatial components necessary to generate the models and the study report.

BRIAN WOZNIAK, PE, CFM

HYDRAULICS ENGINEER

Brian has more than 32 years of experience in project management; watershed modeling and master planning; floodplain/floodway modeling; water quality analysis, erosion control, grading erosion and sediment control plans; dam failure analysis and hydrologic and hydraulic modeling of rivers and watersheds. He is well-versed in multiple computer applications, including SRH-2D, HEC-RAS (1D and 2D), HEC-2, HEC-HMS, HEC-1, EPASWMM, ArcGIS, Federal Emergency Management Agency (FEMA) BCA, AutoCAD Land Desktop, HydroCAD, TR-20, HY8, StormCAD, CulvertMaster, CUHP, UDSEWER, WaterCAD.

YEARS OF EXPERIENCE
32

EDUCATION
MBA, Business Administration, University of Illinois at Springfield, 1997

Bachelor of Science, Civil Engineering, The Ohio State University, 1991

PROFESSIONAL REGISTRATIONS
Registered Professional Engineer: Florida (No. 83770), 2017; Colorado (No. PE-34099), 2000; Illinois (No. 062-050413), 1996; Missouri (No. 2018000476), 2018; Ohio (No. 88541), 2020; Pennsylvania (No. PE091260), 2020; Utah (No. 11917408-2202), 2020

Certified Floodplain Manager (No. US-18-10163), 2011

PROFESSIONAL AFFILIATIONS
American Water Resources Association, Board Member

Florida Engineering Society, Member Florida Stormwater Association, Member

Association of State Dam Safety Officials, Member

American Society of Civil Engineers, Member

Project Experience

Miami and North New River Canals Conveyance Improvements, South Florida Water Management District, Various Locations, Florida — Project Manager. Providing structural inspection and analysis, hydraulic analysis and modeling, and structural design to improve conveyance for bridges in the Miami Canal and North New River Canal. The project is a part of the Central Everglades Planning Project, a long-term effort to improve conveyance between Lake Okeechobee and the A-2 Reservoir. The initial inspection includes 23 bridges on the canals, and bridges requiring improvements will be ranked by priority before proceeding to design.

S-353 Water Control Structure Spillway Repair Design, Citrus County, Florida — Project Manager. Provided final design of spillway repairs at Water Control Structure S-353 on Lake Tsala Apopka in Citrus County. Design plans were developed to reconstruct the spillway toe underdrain, reconstruction of the sill underdrain, a pier wall extension, filling voids with grout, and repairs to the concrete surface and joints. Hanson's services included stakeholder coordination, data collection, evaluation of available data, preliminary design assessment, modification and advancement of preliminary plans to 100% design plans, bidding services, and shop drawing review. The project has been bid, and construction is expected to begin in early 2023.

Lake Asbury Dam Complex Rehabilitation, Lake Asbury Municipal Service Benefit District, Clay County, Florida — Project Manager. Hanson is leading a team to rehabilitate the Lake Asbury Dam and Spillway complex. The complex of three interconnected lakes, each with associated dams and spillways, recently received dam ratings of "poor" and "unsatisfactory," and the State Dam Safety Officer issued a ruling in 2021 for prompt repairs. The team is investigating repairs or replacement of primary spillways, subsurface piping to address erosion, stabilizing the downstream dam embankment, tree removal, upgraded fabric-formed concrete for the shoreline, and improved embankment crest variation.

Bay Colony Swale Erosion, Collier County, Florida — Project Manager. This task was assigned under Hanson's continuing engineering services contract with Collier County. The project involved identifying erosion issues and recommending appropriate corrective measures along the bank of the drainage swale within the Collier County drainage easement in Bay Colony. Services included topographic survey, site inspections, and limited engineering analysis to establish approximate design discharge rates and hydraulic conditions and providing two alternate designs, one for riprap and another for reinforced vegetation.

Emiquon Preserve Water Control Structure Planning, Design and Construction Services, The Nature Conservancy, Fulton County, Illinois — Hydraulics Engineer. Performed hydraulic modeling of the culvert structures to quantify hydraulic parameters to and from the Illinois River using XP-SWMM. Hanson provided engineering design services for a reinforced concrete type water control structure with steel gates, stop logs, pump station, and appurtenances. The water control structure is integral to the management of the 5,200-acre wetlands/fisheries restoration project and includes functional elements to support biological/fish monitoring programs.

LEE BLOOME, PE

CIVIL ENGINEER

Lee has more than 24 years of civil engineering experience, including design and rehabilitation of pump stations and sanitary sewers, potable and raw water pump stations, and elevated tanks. He is also experienced in computerized hydraulic modeling of distribution systems, infrastructure grant and loan administration, and water and sewer rate evaluation and determination. He is currently working with communities to address future resiliency improvements and other utilty work to address projected growth and hardening needs.

YEARS OF EXPERIENCE
24

EDUCATION
Bachelor of Science, Civil Engineering, Bradley University, 1998

PROFESSIONAL REGISTRATIONS
Registered Professional Engineer: Florida (No. 82794), 2004; Illinois (No. 062-057102), 2004; Texas (No. 145066), 2022; Missouri (No. 2004027670), 2004

Project Experience

Stratton Lock and Dam Lock Capacity and Water Level Control Improvements, Illinois Department of Natural Resources, McHenry County, Illinois — Project Engineer. Responsible for all site civil work on the project, including site grading, levee restoration, shoreline protection, access roads, parking, ADA compliance, landscaping restoration, and pier construction. Hanson provided a pre-design report, engineering, and design services as well as architectural and design services and bidding for the improvement of lock capacity and water level control at the Stratton Lock and Dam on the upper Fox River in McHenry connecting to the Chain O' Lakes and the lower river in Algonquin. The project included the remote control and monitoring of the Obermeyer Gate at Algonquin. The team is currently providing construction support.

Emiquon Preserve Water Control Structure Planning, Design and Construction Services, The Nature Conservancy, Fulton County, Illinois — Civil Engineer. Performed hydraulic modeling of the culvert structures to quantify hydraulic parameters to and from the Illinois River using XP-SWMM. Hanson provided engineering design services for a reinforced concrete type water control structure with steel gates, stop logs, pump station, and appurtenances. The water control structure is integral to the management of the 5,200-acre wetlands/fisheries restoration project and includes functional elements to support biological/fish monitoring programs.

Dynegy East Fork Shoal Creek Pump Station and Gate Structure, Coffeen, Illinois — Civil Engineer. Water infrastructure engineer and project lead for Hanson's design of a 60 cubic-feet-per-second (CFS) pump station to work in conjunction with an existing 20 CFS pump station and a proposed hinge crest bascule gate to supply water to Coffeen Lake. The project included modifications to the intake channel, pump forebay, and trash racks as well as the installation of a 42-inch-diameter discharge pipe to parallel the existing 24-inch discharge pipe. A condition assessment was completed on the existing station and the discharge piping and pump motors salvaged and incorporated into the project. The system was automated based on changing water levels in East Fork Shoal Creek. The system provides water by raising the gate structure during periods of high stream flow. The flow is backed up the spillway channel of Coffeen Lake, where it is pumped into the lake by the five 250-horsepower vertical turbine pumps.

Lake Decatur Dam Repairs Phase 2 Construction, Decatur, Illinois — Civil Engineer. Responsible for technical support for Requests for Information and change orders during a project in which Hanson was tasked with construction administration services for Phase 2 of the Lake Decatur Dam Repairs. Tasks included a pre-construction meeting during which project scope was discussed with the selected contractor; construction observation, during which Hanson visited the site periodically to observe work for compliance with contract documents; contractor submittals; contractor pay requests; responses to contractor's request for information; reviews of contractor value engineering proposal and process change orders; and preparation of record drawings and submission of as-built plans for permit compliance.

RANDY DOWNING, PE

CIVIL ENGINEER

Randy has more than 37 years of experience in project management and design of all aspects of stormwater management, signing and pavement marking, traffic control, site planning, dredging, marine facilities, and water and sewer projects. He has provided technical oversight and leadership on numerous large and complex projects, many of which have involved unique and innovative design concepts. Randy has worked on several major utility projects in eastern Florida and has experience with design/coordination with large piping systems, including those within sensitive areas.

YEARS OF EXPERIENCE
37

EDUCATION
Bachelor of Science, Civil Engineering, Pennsylvania State University, 1981

PROFESSIONAL REGISTRATIONS
Registered Professional Engineer: Florida (No. 43269), 1990
Leadership in Energy and Environmental Design Accredited Professional

CREDENTIALS AND TRAINING
FDOT Certifications:
Temporary Traffic Control Advanced
Specifications Package Preparation
Knowledge and Understanding of FDOT Project Management Systems to include LRE, Trns*port, ERC, Digital Delivery

Project Experience

Downtown Floating Docks, City of Jacksonville, Florida — Engineer of Record. Provided design for floating docks along the Southbank Riverwalk and at the end of Jackson Street in Riverside. The Southbank docks complement an existing structure across the St. Johns River from Downtown Jacksonville that is being extended as part of the project. This new dock included provisions for a water taxi and was designed for the higher velocities and scour prevalent in the area. The Jackson Street dock included a concrete pier and several fingers to accommodate the maximum number of vessels in a limited footprint due to the steep gradient of the riverbed at the location. Construction of both docks was turned over to another firm already doing similar work for the City.

Alimacani Park Boat Ramp Erosion Control, City of Jacksonville, Florida — Engineer of Record. Provided engineering design to stabilize the shoreline near the dock in Alimacani Park, which is on SR A1A (Heckscher Drive) on Xalvis Island adjacent to the Fort George River. The solution included installing granite riprap to protect the area from erosion. Due to damage caused by Hurricane Michael and the new river current route, Hanson was retained to expand the revetment area in two phases to further stabilize the dock area. A key concern was keeping uniformity with the riprap for the various sections.

Mayport Boat Ramp Design, City of Jacksonville, Florida — Engineer of Record. Provided engineering design to expand the Mayport Boat Ramp, which is the largest boat ramp in Duval County and the closest ramp to access the Atlantic Ocean. The busy facility has eight ramp lanes and can handle the largest boats arriving on trailers. The new 20-by-50-foot, prefabricated, concrete boat ramp was built adjacent to the existing ramp. The project included a new bulkhead next to the ramp and the repair of two existing bulkheads. The improvements helped alleviate some overcrowding, and bulkheads aid with boat launching because of the strong currents in the area.

Harborview Park Fishing Pier, City of Jacksonville, Florida — Engineer of Record. Provided engineering services to design a new Americans with Disabilities Act (ADA)-compliant timber fishing pier for the Harborview Park, which is along the Ribault River in a primarily residential area. Design services were provided for the fishing pier, sediment control features, and permitting. The pier, adjacent to the boat ramp, is 60 feet long and 8 feet wide with handrails on both sides. The location of the pier was carefully balanced to extend the structure enough to maximize the number of fishing stations without hindering boat traffic.

Osprey Village Wellness Center, The Villas (Phase III), and Residential Cottages, Amelia Island Plantation, Nassau County, Florida — Project Manager. Provided site design associated with the renovation and conversion of a community clubhouse to a wellness facility; design of a four-story condominium that housed a parking garage, 36 residential units and a dining facility; and a 96-lot residential subdivision built over two phases for this retirement community. Services included preparation of geometry, paving, draining, water and sewer engineering plans, and permitting.

SUZANNA KEIM, PG

GEOLOGIST/HYDROGEOLOGIST

Suzanna has experience in planning and performing field investigations, environmental assessments, and site remediation to determine the hydrogeology characteristics of various sites. Her experience also includes planning and overseeing field operations, logging soil and rock borings, installing monitoring wells, collecting soil and water samples, data analysis, and report preparation. She has provided geotechnical and site assessment investigations for major utility projects, including transmission lines and coal-combustion residual sites for several power stations.

YEARS OF EXPERIENCE

16

EDUCATION

Master of Science, Hydrogeology, Illinois State University, 2005

Bachelor of Science, Geology, Illinois State University, 2003

PROFESSIONAL REGISTRATIONS

Registered Professional Geologist: Florida (No. PG2974), 2017; Illinois (No. 196001443), 2016

Project Experience

Southern Illinois Power Cooperative Continuing Services Contract, Marion, Illinois — Project Geologist. Hanson has been a continuing services provider for hydrogeologic and engineering services provider since 2018. Services have included aquifer evaluation, packer testing, slug testing, extent of contamination study, background water quality statistics, trend analysis, permitting (NPDES and water treatment device), corrective action assessment, groundwater flow, and contaminant transport modeling.

Duck Creek Power Station Gypsum Stack Assessment, Fulton County, Illinois — Project Geologist. Assessed several confirmed exceedances of site groundwater standards. Performed additional soil borings with groundwater samples, more frequent sampling at select monitoring wells, comparison of pond water concentrations to historical groundwater concentrations, statistical evaluations for updated groundwater standards, and stable isotope analyses to evaluate the potential source(s) of contamination.

CCR Rule Groundwater Monitoring, Various Locations in Illinois — Project Geologist. Evaluated existing groundwater monitoring systems at various Vistra sites in Illinois to determine compliance with the US EPA CCR Rule (40 CFR 257). At two locations, deeper monitoring wells were required so the monitoring systems were screened in the defined uppermost aquifer.

Newton Power Station Coal Combustion Residuals Disposal Unit Siting, Hydrogeologic Site Investigation, Newton, Illinois — Project Geologist. Completed hydrogeologic site investigation for the siting of a coal combustion residuals disposal unit. The investigation included preliminary screening and a Phase 1 hydrogeologic investigation of three candidate sites. Also performed hydrogeologic investigations that included characterization of potential pathways for contaminant migration; cross-cutting structures, and other geologic features that may affect groundwater monitoring or the ability to predict the impact of the disposal facility on groundwater.

Illinois Environmental Protection Agency Joliet Superfund Site, Joliet, Illinois — Project Geologist. Performed field oversight for the interim groundwater monitoring program at the Joliet Landfill Site for the Illinois EPA, which consisted of groundwater sampling oversight. She documented all procedures according to the Illinois EPA-approved Sampling and Analysis Plan.

LeRoy Landfill Solid Waste Landfill, LeRoy, Illinois — Project Geologist. Responsible for conducting quarterly groundwater sampling and preparation of quarterly reports. Completed laboratory data analysis from which groundwater quality trends are plotted and mapped for the client's use. Assisted in permit application preparation.

Solid Waste Landfill Siting Review, Multiple Landfill Sites Within Illinois — Project Geologist. Responsible for reviewing geological and hydrogeological aspects of landfill permit applications. Reviewed aquifer test data and subsurface cross-sectional data.

RHON HASENYAGER, PG

GEOLOGIST/HYDROGEOLOGIST

Rhon's experience includes conducting hydrogeologic investigations and studies at environmentally sensitive sites. In support of these activities, he designs subsurface investigation plans (soil and groundwater), performs statistical analyses of groundwater and soil analysis data, has performed forensic studies using stable isotope and neutron activation analyses, and performs groundwater flow and contaminant fate and transport modeling using a variety of numerical and analytical models.

YEARS OF EXPERIENCE

33

EDUCATION

Master of Science, Geology, Northern Illinois University, 1990

Bachelor of Science, Geology, Geology, Purdue University, 1987

PROFESSIONAL REGISTRATIONS

Registered Professional Geologist: Indiana (No. 1709), 1996; Illinois (No. 196-00246), 1997; Wisconsin (No. 122-013), 1995; Kentucky (No. 114503), 2012; Missouri (No. 0148), 1995

Hazardous Waste Operator & Emergency Response, 2022

eRailsafe (No. 455133), 2021

Mine Safety and Health Administration, 2022

PowerSafe (No. 9825329), 2022

Project Experience

C-25 Reservoir and Stormwater Treatment Area, South Florida Water Management District, St. Lucie County, Florida — Project Geologist. Hanson is providing hydrology and hydraulics engineering and modeling and assisting with design for the C-25 Reservoir and Stormwater Treatment Area (STA) project in St. Lucie County. The C-25 impoundment will be designed as a single reservoir cell impoundment and a single STA cell impoundment. The internal works include pump stations, reservoir basin as a single storage cell, seepage and perimeter canals, STA and related spreader and collection canals, exit canal, and outflow structure(s), and any other components required to complete the design. Hanson is reviewing the site hydrostrigraphic and geotechnical data and developing a conceptual model of the underlying site hydrogeology and the surrounding areas that may be impacted. Hanson is also preparing a groundwater model and performing hydraulic design calculations and hydraulic modeling.

Chicago Underflow Plan (CUP) McCook Reservoir Project LASMA Basin Study, U.S. Army Corps of Engineers, Chicago District, Cook County, Illinois — Hydrogeologist. Responsible for developing a groundwater flow and contaminant transport model to evaluate performance of the proposed Lawndale Avenue Solids Management Area (LASMA) basin using the United States Geological Survey MODFLOW model coupled with MODPATH. Model development was complicated by the proximity of the Des Plaines River, the Chicago Ship and Sanitary Canal, and several quarries that bordered the site. Goals for the project included; evaluation of a grout curtain / cut-off wall design, estimates of groundwater flow to and from the quarry areas, and long-term evaluation of contaminant migration from the LASMA basin.

Design Survey of Runway 17-35, Monroe County Airport, Bloomington, Indiana — Geologist. Provided construction observation and monitoring of karst repair construction. Hanson provided professional engineering services to mitigate karst features that developed along the pavement and within the runway safety area of the airport's primary runway. Geotechnical and geophysical testing, ground-penetrating radar and falling weight deflectometer tests were conducted on the runway for the purposes of evaluating the situation and developing alternative methods of mitigation. Hanson presented a recommended repair along with seven alternative solutions to the owner, Federal Aviation Administration (FAA), and Indiana Department of Transportation (INDOT) ranging in cost and complexity. The recommendation included the rehabilitation of the entire runway during the closure, required by the sinkhole repairs to eliminate an additional costly runway closure in the future and minimize impacts to the businesses and university that are based at the airfield.

Tri-State Tollway (I-294) Reconstruction Project, Illinois Tollway, Cook County, Illinois — Geologist/Hydrogeologist. Provided recommendations for the erosion and sediment control plans in the vicinity of the Thornton Quarry. Recommendations for erosion and mass wasting controls were complicated by the bedded and fractured dolomite, the limited right-of-way, and the deep, vertical cuts of the quarry.

TAB C

PAST PERFORMANCE/REFERENCES

HANSON

C. PAST PERFORMANCE/REFERENCES

This section includes descriptions of water resources projects completed recently that included similar scopes of services. We encourage City represenatatives to contact the references listed with each project to get a firsthand account of Hanson's quality service for each client.

STRATTON LOCK AND DAM LOCK EXTENSION AND SPILLWAY REPLACEMENT, MCHENRY COUNTY, ILLINOIS

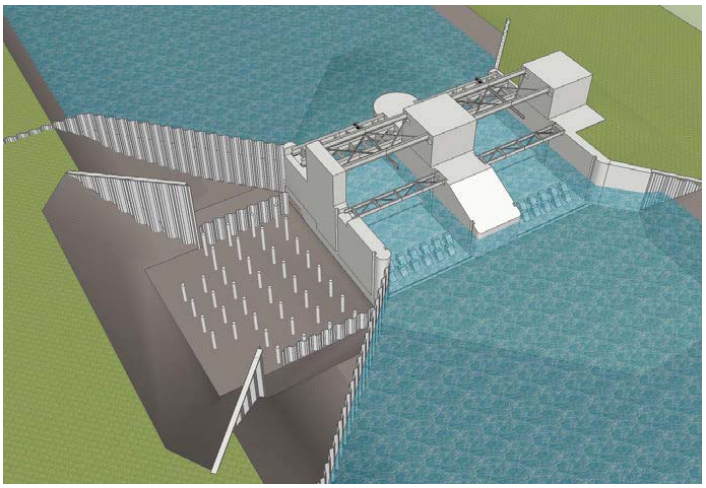
The Stratton Lock and Dam is the lifeblood of the Chain O'Lakes, the busiest inland recreational waterway per acre in the United States, which sits about 60 miles northeast of Chicago. The dam helps move approximately 24,000 recreational boats from the upper Fox River to the lower Fox River in Algonquin, Illinois, and back again. Its gates push water south when the Chain O'Lakes is full, while holding water during the hot summer months.

Officials with the Illinois Department of Natural Resources (IDNR) found the gates were showing their age from deterioration of the concrete structure and obsolete equipment conditions, plus the boat lock was antiquated and lacked the capacity to serve the boats on the busy waterway. Improving lock capacity and water control were the key goals for Hanson's study of the lock and dam structure on the upper Fox River. Hanson provided a Phase I pre-design report to review and summarize previous engineering analyses regarding improvements and alternatives. The project included the remote control and monitoring of the Obermeyer gate at Algonquin.

This project earned a Special Achievement Award in 2022 from the American Council of Engineering Companies of Illinois and an Outstanding Civil Engineering Achievement Award (Project of the Year) from the American Society of Civil Engineers Central Illinois Section.

Stratton Lock, constructed in 1960, is 22 feet wide by 62 feet long with two miter gates. The sluice gate structure was constructed in 1939 and consists of five 13.75-foot-wide vertical lift gates, along with the adjacent Obermeyer gate on the fixed crest dam. The gates provide water control on the Fox River for the surrounding prime residential and environmentally sensitive areas and water supply to downstream communities. The previous studies focused on increasing the lock capacity. They evaluated various alternatives, including lock extension and a new parallel lock, with respect to constructability, construction costs operations and maintenance (O&M), redundancy, and safety. Team members evaluated the existing conditions at the lock and dam. They also developed gate structure replacement alternatives.

Hanson then provided engineering and design services for the project, which included analyses; design; preparation of plans; specifications; permitting; construction cost estimating; and O&M manuals. Because boat sizes have increased since the original lock was built, only four large boats could safely pass through the lock at once. The redesigned, larger lock can now accommodate eight larger boats at one time. The new gate structure uses three hinged crest gates to replace the sluice gate structure. The new gate design also allows IDNR to better control the upstream pool elevation of the Fox River.



REFERENCE

Client: Illinois Department of Natural Resources

Contact: Ted Montrey, Chief of Design and Construction, (217) 782-4439

CEDAR RAPIDS FLOOD CONTROL SYSTEM, CEDAR RAPIDS, IOWA

The Cedar Rapids Flood Control project highlights Hanson's flood risk management expertise and experience to provide comprehensive planning, design, peer review, and construction services within a multi-firm team.

The Cedar River bisects the City of Cedar Rapids, Iowa, separating the eastside downtown from westside neighborhoods. In 2008, the river crested to the highest level in history — 31.12 feet. Flood waters penetrated 10 square miles, displaced more than 18,000 residents, and damaged 310 city facilities.

Following the flood, the U.S. Army Corps of Engineers (USACE) completed a Feasibility Study, a Flood Risk Management Report, and appropriated funding for structural measures on the east side of the river. Work on the East Side project is currently being completed by a separate consulting team.

Despite not being funded by the USACE, the City of Cedar Rapids recognized west side flood protection as critical to a vibrant downtown and in 2015 awarded the west side contract with a 20-year funding strategy to a team including Hanson. Since 2015, multiple bid packages have been completed, but contract scope/fee amendments will follow through FY2035. The USACE recommended Hanson to support a local engineering team for the planning and design of structural flood risk reduction for the west side of the river.

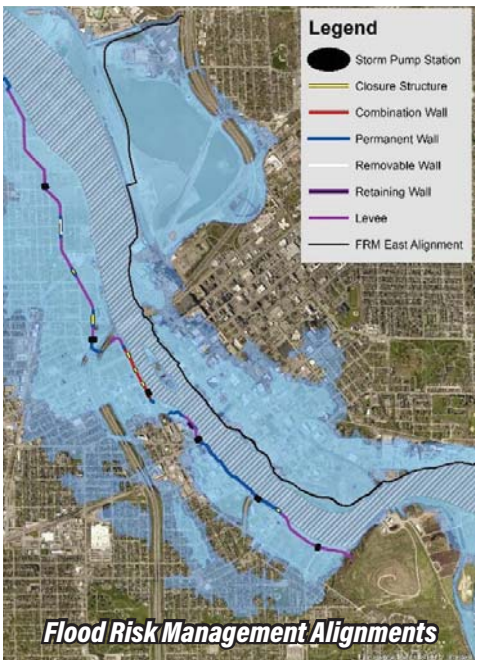
Hanson is responsible for development of design criteria, geotechnical analysis, and foundation design criteria for the entire West alignment, as well as comprehensive design, plans, specifications, design documentation reports (DDR), and project delivery services for each floodwall and flood structure gate segment. Hanson is also completing updates to the 25-mile Cedar River HEC-RAS model, hydraulic DDR Appendix, and FEMA map revisions for both the East and West teams, and peer reviews of the east side design.

Hanson supported initial planning and evaluation of alignment options for the proposed flood risk management system. Planning level design of the entire west alignment included preparation of a DDR with design criteria for levees, T-type and I-type floodwalls, closures structures, seepage cutoff and seepage collection, as well as pump stations and gatewells.

Planning level construction costs were evaluated, and Hanson initiated a time and motion study to assess adequacy of city resources to deploy gates and demountable walls during a flood. Hanson facilitated a charrette to establish communication protocols, design criteria, survey and CADD standards, and peer review procedures that meet USACE EM and ETL guidelines.

Hanson led the completion of design, plans, and specifications for 850 feet of pile supported T-type floodwall with recreational trails, a pump station, and a 45-foot-long roller gate monolith. Hanson also led the geotechnical design for 2,200 feet of levee, including slope stability, settlement and seepage management measures at a site challenged by up to 10 feet of highly variable fill over sand. The 15- to 20-foot-high net levee section included an inspection trench, toe seepage collection system, and a redundant seepage management system in an adjacent stormwater staging pond.

Multi-Purpose Floodwall - Restroom/Storage Building



Flood Risk Management Alignments

Hanson is currently completing design of 1,100 feet of partially demountable floodwall, a closure gate, and a multi-purpose floodwall/amphitheater venue building with an integral floodwall and ADA access over the wall. Hanson is also providing design support for six pump stations and gatewells, as well as planning for 1,050 feet of floodwall and closures at an interstate highway crossing.

Construction Quality Assurance services include review of shop drawings, clarification and interpretation of documents, and field personnel support for compliance with specifications, materials use, and construction methodology — specifically to address foundations found in the levee base inspection trench.

REFERENCE

Client: City of Cedar Rapids

Contact: Rob Davis, Flood Control Program Manager, (319) 286-5808

EMIQUON PRESERVE WATER CONTROL STRUCTURE, FULTON COUNTY, ILLINOIS

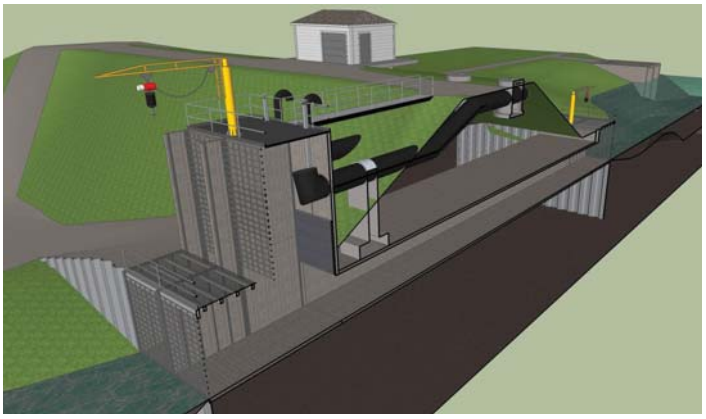
Before its isolation from the Illinois river in 1920, when levee construction was completed, the Emiquon project area was hydraulically connected to the river and provided premier habitat for diverse aquatic species. The project area was drained for agricultural production and served as productive farmland for more than 80 years. In 2000, The Nature Conservancy (TNC) announced it had purchased the project area and in 2006, TNC signed a Wetland Reserve Program (WRP) agreement with the USDA Natural Resources Conservation Service (NRCS), halted pumping, and the water levels began to rise, restoring fishery and wetland habitat in this backwater area.

Hanson and a local small-business partner worked closely with TNC to design a water control structure and pumping station for managing water levels in the Emiquon preserve. Hanson worked together with TNC to develop alternative concepts for managing the water levels, and hence the ecosystem, within Emiquon. When evaluating the project objectives, the team recognized that much of the scientific research on aquatic organisms has been conducted in controlled laboratory settings. Accordingly, many potential environmental and scientific design constraints, such as which materials, flow velocity or water characteristics will entice fish to move through the conduit, were not well understood.

This project earned the Outstanding Civil Engineering Achievement Award (Project of the Year) in 2018 from the American Society of Civil Engineers Central Illinois Section.

TNC and the design team recognized that a more flexible water control system would allow researchers to deploy scientific equipment in a full-scale, natural environment laboratory, advancing the scientific community's knowledge. To achieve such flexibility, many design elements feature unique applications of technology and materials. The result was design and construction of a multi-purpose facility that not only met the stated project requirements for wetlands restoration, a water control structure and a pumping station, but that also incorporated value added scientific and monitoring goals as functional elements supporting biological and fish monitoring programs.

Hanson provided complete design services including plans and specifications for the demolition of an existing pump station, design of water control structure, pedestrian access bridge and appurtenances. Hanson also provided a design documentation report (DDR), hydrologic and hydraulic analyses, geotechnical design criteria for the pump station and control building, permitting services, operation and maintenance manuals and engineering during construction services. The design of facility was completed using U.S. Army Corps of Engineers Engineering Manuals and design guidance. Construction drawings were produced using MicroStation. A conceptual design phase was used to define and prioritize project goals, design criteria and functionality, all within stated budgetary and scheduling constraints. The design criteria



document developed during the preliminary phase resulted in a double box culvert consisting of two 8-foot-by-8-foot boxes through the levee, with a concrete riser structure and sluice gate on the Illinois River side to accommodate sampling and monitoring of water and biota. The riser structure also functions as the discharge point for a new 60,000 gallons-per-minute pumping station located on the Emiquon Preserve side of the levee. This feature reduced cost by enabling the pumped water to be sampled without need for a separate structure.

Ten-foot-long sampling bays were incorporated on each end of the conduits to facilitate research. Each sampling bay has four consecutive slots for inserting stop logs, scientific equipment and sampling nets – a total of 16 sampling slots in addition to the four full height slots on the riser structures. The team delivered 100% design documents less than nine months from the project charrette. The structure was built less than a year after the engagement of our team. The design team provided three-dimensional schematics for TNC to use in fundraising which enabled them to acquire funding for the construction.

REFERENCE

Client: The Nature Conservancy (TNC)

Contact: Doug Blodgett, Senior Advisor, (309) 547-2730

RESILIENCY DESIGN, PROJECT FACT SHEETS, AND GRANT ASSISTANCE, VARIOUS LOCATIONS, FLORIDA

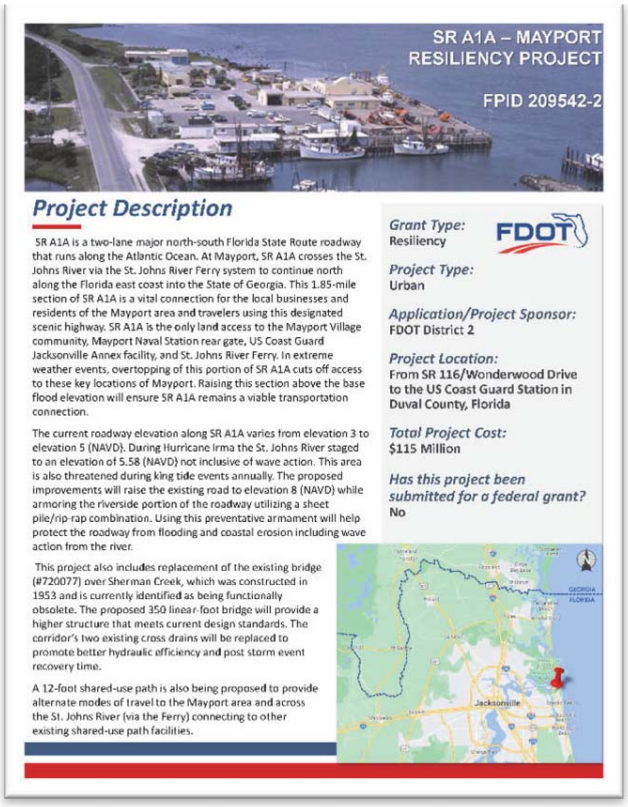
Hanson is assting the Florida Department of Transportation (FDOT), District Two — through a General Engineering Contract for Transportation Planning — with infrastructure resiliency planning for eight projects identified as challenged or weakened due to climate change impacts. Hanson was also asked to support the District in its effort to seek federal funding for project candidates to be added to FDOT's Federal Grants Project Portfolio.

Hanson provided resiliency design measures and preliminary construction cost estimates for project-specific improvements, including elevating roadways, installing backflow preventer devices/ pump stations, upsizing drainage pipes, replacing box culverts and bridges, and installing seawall. Hanson developed project-specific checklists with narrative descriptions outlining the challenges, needs, and proposed remedies. Hanson delivered this important assignment within two weeks, which allowed the District to promptly complete and submit screening tool applications to the FDOT Central Office.

Hanson assisted District Two with developing project "fact sheets" in pursuit of federal U.S. Department of Transportation grant funding for specific infrastructure resiliency projects and projects identified as needing modifications to improve failing portions of the transportation network due to extreme weather events. The "fact sheets" promoted project needs and remedies and explained benefits for the areas of resiliency, equity, safety, connectivity and access, and economic enhancement. The "fact sheets" included preliminary concepts and construction cost estimates and graphics/maps.

Infrastructure resiliency "fact sheets" were developed for three SR A1A projects where the roadway was damaged by recent tropical storms and hurricanes.

- The first project included a 0.25-mile scenic/historic section of SR A1A near Marineland and Summer Haven.
- The second segment is near the Town of Vilano Beach that suffers from breaching coastal dunes that threaten the structural integrity of this hurricane evacuation route and scenic highway.
- The third project involved a 1.85-mile section of SR A1A that connects the Mayport Village community, Mayport Naval Station, U.S. Coast Guard Jacksonville Annex facility, and the St. Johns River Ferry to the surrounding areas of Jacksonville.



In a separate exercise, Hanson developed a "fact sheet" to address rail safety concerns and traffic operational efficiency in the northeast section of Murray Hill, a residential community south of I-10 in Jacksonville. The presented concept provides for a continuous, free flowing intersection with better channelization elimination of three traffic signals.

Shortly after Hurricane Nicole passed through Northeast Florida, Hanson was tasked to perform an expedited review of the St. Augustine Harbor Seawall configuration and sea level rise trends in the region. Hanson coordinated with District Two and City of St. Augustine staff to recover and review all pertinent record drawings to develop an inventory of seawall elevations and wall types for the various wall segments in downtown St. Augustine. To help confirm the information gathered during research, Hanson performed a field visit to walk the seawall and used drones to confirm select elevations along the seawall. Study findings included an inventory of the wall segments with elevations, additional resiliency measures to consider, and a summary of sea level rise projections, which were presented live to FDOT staff members. This study was completed under a tight timeframe of 22 days.

REFERENCE

Client: FDOT District Two

Contact: Amy Roberson, Planning Supervisor, (386) 961-7793

WATERFRONT IMPROVEMENT PROJECTS, JACKSONVILLE, FLORIDA

Hanson has teamed with ACON Construction Co., Inc. to provide site civil/infrastructure design for this design-build continuing services contract since 2015. Projects include active and passive recreational park facilities. The contract includes all design, permitting, and construction efforts to deliver renovation and new construction of park facilities throughout the City. Projects encompass a diverse range of recreation, including boat/canoe launch locations, pedestrian and bicycle trails, picnic areas, waterfront piers, floating docks, community centers, and an amphitheater. Recent projects involving waterfront improvements and shoreline resiliency include:

Alimacani Park Boat Ramp Erosion Control: This project involved engineering design services to stabilize the shoreline near the dock in Alimacani Park, which is on SR A1A (Heckscher Drive) on Xalvis Island adjacent to the Fort George River. The solution included installing granite riprap to protect the area from erosion. Due to damage caused by Hurricane Michael and the new river current route, Hanson was retained to expand the revetment area in two phases to further stabilize the dock area. A key concern was keeping uniformity with the riprap for the various sections.

Mayport Boat Ramp Design: This project involved engineering design services to expand the Mayport Boat Ramp, which is the largest boat ramp in Duval County and the closest ramp to access the Atlantic Ocean. The busy facility has eight ramp lanes and can handle the largest boats arriving on trailers. The new 20-by-50-foot, prefabricated, concrete boat ramp was built adjacent to the existing ramp. The project included a new bulkhead next to the ramp and the repair of two existing bulkheads. The improvements helped alleviate some overcrowding, and bulkheads aid with boat launching because of the strong currents in the area.

Exchange Island Park Pavilions, Walkway, and Trail: This project involved engineering design services for additional amenities to Exchange Island Park, a 34-acre park in the middle of the St. Johns River with excellent views of Downtown Jacksonville and its bridges. Upgrades included 130 feet of Americans with Disabilities Act (ADA)-compliant 5-foot-wide concrete walkway and 90 feet of unpaved trail. The project included construction of two pavilions. Because of the island's remote location, the design considered what types of construction materials were available and could be hauled in by barge. For example, the contractor brought the aggregate and cement to the island and mixed the concrete on site. Services included developing plan specifications, coordination with the design-build team, field reviews, permitting, and construction assistance.

Downtown Floating Docks: This project involved civil engineering services for the design of floating docks along the Southbank Riverwalk and at the end of Jackson Street in Riverside. The Southbank docks complement an existing structure across the St. Johns River from Downtown Jacksonville that is being extended as part of the project. This new dock includes provisions for a water taxi and was designed for the higher velocities and scour prevalent in the area. The Jackson Street dock includes a concrete pier and several fingers to accommodate the maximum number of vessels in a limited footprint due to the steep gradient of the riverbed at the location. Construction of both docks was turned over to another firm already doing similar work for the City.

Alimacani Park Erosion Control

Mayport Boat Ramp

Exchange Island

REFERENCE

Client: ACON Construction Co.

Contact: Frank Anderson, Project Manager, (904) 813-4065

U.S. ARMY CORPS OF ENGINEERS NATIONWIDE EXPERIENCE

Independent External Peer Reviews (IEPR), Several Districts: Hanson staff has performed several peer reviews of U.S. Army Corps of Engineers (USACE) projects over the years, including:

- *New Orleans District Greater New Orleans Hurricane and Storm Damage Risk Reduction System (HSDRRS):* Geotechnical/ civil engineering for IEPR review of analyses, design, plans and specifications, and construction of hurricane protection system improvements including earth levees, and pile supported floodwalls and closure structures for the following projects: WBV 14C.2 – 3rd Enlargement – Phase 1 New Westwego Pump Station to Orleans Village; LPV 18.2 – Floodwall and Gate at Williams Blvd. Boat Launch Phase 2; LPV 109.2a – Levee Enlargements South Point to CSX Railroad; LPV 111.01 – Levee Raise CSX Railroad to Michoud Canal; LPV 145 – Chalmette Loop Bayou Bienvenue to Bayou Dupre.
- *Kansas City District Turkey Creek Flood Risk Management Feasibility Study, Merriam, Kansas:* Geotechnical engineering for IEPR of the Upper Turkey Creek Flood Risk Management Feasibility Study. Peer review included evaluating the clarity of hypotheses, validity of the research design, quality of data collection procedures, robustness of the methods employed, appropriateness of the methods for the hypotheses being tested, extent to which the conclusions follow from the analysis, and strengths and limitations of the overall product.
- *Tulsa District Canton Dam Peer Review, Canton, Oklahoma:* Hydraulic engineering Peer Review for a Type II IEPR Safety Assurance Review (SAR) for the Canton Dam Safety Assurance Project. Responsible for completing a peer review for the Phase 2 auxiliary spillway channel excavation. Canton dam is a 68-foot-tall embankment dam with sixteen 40-by-25 feet tainter gates. A 480-foot-wide auxiliary spillway is being construction to enable passage of the PMF without overtopping the dam. The auxiliary spillway channel includes nine 32-foot-tall concrete fuse gates which have been designed to overturn in a specified equence.

Monarch-Chesterfield, Centaur Road Railroad Closure Structure, Walnut Grove Railroad Closure Structure and Floodwall Design, USACE, St. Louis District: The Monarch-Chesterfield Levee was constructed to protect Chesterfield Valley including the City of Chesterfield, Missouri (near St. Louis) and adjacent communities from flooding caused by the Missouri River and tributaries. The Flood of 1993 inundated the Midwest. Flood waters breached the Monarch Chesterfield Levee, filling Chesterfield Valley with up to 12 feet of water. Following repairs in 1994, work began to recertify the levee for the 100-year base flood, and ultimately raise the levee to the 500-year level of protection. This was accomplished by increasing the height of the levee from 3-6 feet, widening the levee, and adding flood walls, closure structures, gates, seepage berms, and erosion protection.

Along with a small business primary consultant, Hanson provided engineering services for the design and construction of a flood wall and two railroad closure structures. Hanson participated in the analyses and design, preparation of plans and specifications, quantities and construction cost estimates for pile supported reinforced concrete T-type floodwalls and closure structures, appurtenances, utility relocations, and civil site improvements to protect Chesterfield Valley and Walnut Grove from a 500-year flood.

U.S. Army Corps of Engineers, St. Paul District, Devils Lake Flood Risk Management, Roads Acting As Dams (RAADS), City Embankments Phases 1, 2A, & 2B, Creel Bay and East Ditch Pump Stations: Since the early 1980s more than $1 billion has bent spent for flood mitigation efforts on Devils Lake. With no natural outlet, the lake has risen more than 54 feet since 1940, flooding hundreds of square miles. Hanson, through two JV IDIQ Contracts, has assisted the USACE St. Paul District on numerous task orders to improve flood risk management for the City of Devils Lake, the Spirit Lake Nation, and surrounding areas. The Roads Acting as Dams involve up to 12 miles of roadway and dam embankments while the city embankments involve up to 8 miles of dam embankments and six pump stations. Task orders have included:

- *Roads Acting as Dams (RAADS), Devils Lake, North Dakota:* Hanson led a JV effort to complete the DDR and preliminary designs for 12 miles of roads adjacent to Devils Lake. Portions of North Dakota and Bureau of Indian Affairs (Spirit Lake Nation) roadways near Devils Lake had been elevated several times to protect against flooding. Many roadway embankments have abandoned utilities and plugged culverts, and have been elevated to "act" as dams. Hanson provided analyses and designs for: interim embankment stages and full height build out to meet the rising waters while minimizing present and future construction costs; hydraulic design, including slope protection; long term instrumentation and monitoring, and process/ standards design for abandonment or relocation of utilities and infrastructure features crossing the embankments. Embankment design details and technical specifications were developed to meet dam and levee safety requirements.
- *City Embankments Phase 1, Raise to 1466.2, Creel Bay Reach and Pump Station, Devils Lake:* Hanson led a JV effort to provide a Design Documentation Report (DDR), plans and specifications, construction cost estimates and schedule and engineering services during construction for 1.5 miles of embankment improvements and Creel Bay Pump Station replacement.
- *City Embankments Phase 2 Raise to 1467.2, and East Ditch Pump Station, Devils Lake:* Provided analyses, design, plans, specifications, and supporting documents. Services included design of a 6-foot raise to the existing embankment, design of a new East Ditch pump station, and abandonment and demolition of the existing pump station.

TAB D

REQUIRED FORMS/SIGNED ADDENDUMS

HANSON

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Dennis Wilkinson, PE

Federal Taxpayer ID: 37-0844717

Mailing Address: 8075 Gate Parkway West, Suite 204

City, State, & Zip Code: Jacksonville, FL 32216

Telephone: (217) 303-4191 **Fax:** N/A

Email: dwilkinson@hanson-inc.com

Submitted By: David K. Kemp, PE

Title: Vice President

Accounting Contact:

Name: Michele Clark **Title:** Senior FL Infrastructure Projects Administrator

Email Address: mclark@hanson-inc.com **Phone:** (904) 423-5355, ext. 4306

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 RFQ 23-05.

2. This sworn statement is submitted by (entity) Hanson Professional Services Inc. whose business address is 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216 and (if applicable) Federal Employer Identification Number (FEIN) is 37-0844717 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is David K. Kemp, PE and my relationship to the entity named above is Vice 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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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.)

_____ 2/13/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

David K. Kemp, PE
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 13th day of February, 2023, and is personally known to me, or has provided N/A as identification.

MICHELE Y. CLARK
MY COMMISSION # GG 322365
EXPIRES: July 27, 2023
Bonded Thru Notary Public Underwriters

_____
Notary Public - Michele Y. Clark
My Commission expires: July 27, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Hanson Professional Services Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32216

SIGNATURE: _____ PHONE: 904-737-0090

NAME (TYPED OR PRINTED): David K. Kemp, PE TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Resiliency Waterfront Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Hanson Professional Services Inc.

Authorized Signature: David K. Kemp, PE

Title: Vice President

Date: 2/13/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: David K. Kemp, PE Title: Vice President

Signature: _____ Date: 2/13/2023

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

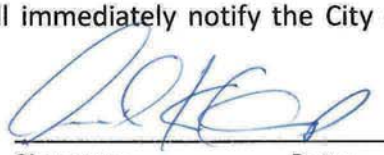
CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05

This sworn statement is submitted by (entity) Hanson Professional Services Inc. whose business address is 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216 and (if applicable) Federal Employer Identification Number (FEIN) is 37-0844717 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is David K. Kemp, PE and my relationship to the entity named above is Vice 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 not 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: 2/13/2023

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13th day of February, 2023, and is personally known to me, or has provided N/A as identification.

Michele Y. Clark
Notary Signature
Michele Y. Clark, Accountant, Project Administrator

My Commission expires: July 27, 2023

MICHELE Y. CLARK
MY COMMISSION # GG 322365
EXPIRES: July 27, 2023
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05.

This sworn statement is submitted by (entity) Hanson Professional Services Inc. whose business address is 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216 and (if applicable) Federal Employer Identification Number (FEIN) is 37-0844717 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is David K. Kemp, PE and my relationship to the entity named above is Vice President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____ 2/13/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF DUVAL
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13th day of February, 2023, and is personally known to me, or has provided N/A as identification.

_____ My Commission expires: July 27, 2023
Notary Signature - Michele Y. Clark. Accountant, Project Administrator

MICHELE Y. CLARK
MY COMMISSION # GG 322365
EXPIRES: July 27, 2023
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Hanson Professional Services Inc.	2/13/2023
Firm	Date
Authorized Signature	David K. Kemp, PE, Vice President Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Hanson Professional Services Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

David K. Kemp, PE, Vice President

Printed Name and Title of Contractor's Authorized Official

2/13/2023

Date

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

This form is not applicable to Hanson.

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application ____ b. initial award c. post-award	a. initial filing ____ b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime:
_X_ Prime _____ Sub-awardee Tier_____, if Known: 8075 Gate Parkway West, Suite 204, Jacksonville, FL 32216 **Congressional District, if known:**	**Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** David K. Kemp, PE **Title:** Vice President **Telephone No.:** 904-737-0090 **Date:** 2/13/2023
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

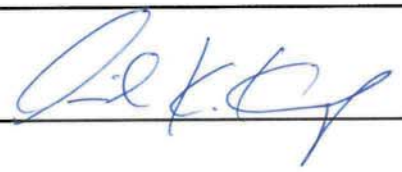
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: David K. Kemp, PE **TITLE:** Vice President

ADDRESS: 8075 Gate Parkway West, Suite 204

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2/13/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. **[RFQ, page 1]** – Page 1 of the RFQ states "All information on the Price Submittal form must be provided, or the submittal may not be accepted." **Please disregard the above sentence in the RFQ. There is no Price Submittal form associated with this RFQ 23-05.**

2. The content of submittals was inadvertently left out of this RFQ. Please provide the following in your response.

   CONTENT OF SUBMITTALS

   Submittals should include the following:

   - **A narrative introductory cover letter (not to exceed two pages).**
   - **Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).**
   - **Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).**
   - **Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).**
   - **City Exhibits A-I**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: David K. Kemp, PE **TITLE:** Vice President

ADDRESS: 8075 Gate Parkway West, Suite 204

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 2/13/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1) Is there a DBE/MBE/SBE goal for this project? **No**

2) Does the City of Fernandina Beach publish a list of DBE/MBE/SBE registered firms? **No**

3) [RFQ, page 2] – The RFQ states "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." The hyperlink provided does not work. *Please provide a valid link that we can use to provide our search results with our proposal.* **Please disregard this for the RFQ. This requirement will apply during the invitation to bid process.**

4) [RFQ, page 2] – Although it's not mentioned in Addendum #1, "Proposed Schedule" is part of the evaluation criteria in the RFQ. *Please confirm whether a schedule is still required in our submission, and if so: 1) is there a page limit on the Project Schedule, and 2) what section should we include this in?* **No**

5) [RFQ, page 2] – Although it's not mentioned in Addendum #1, in the "Experience of Team Members" evaluation criteria there is mention of the team demonstrating our understanding of the project. *Please confirm whether we are to include a project understanding/technical approach section in our technical proposal. If so, what are the page limitations and where should we include this section?* **No**

6) Addendum #1 does not mention an Organization Chart. *Should we include an org chart in the "Experience of the Key Team Members" section?* **No**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: David K. Kemp, PE **TITLE:** Vice President

ADDRESS: 8075 Gate Parkway West, Suite 204

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 2/13/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. Per Addendum #2, a Project Schedule is no longer required. This was part in the Evaluation Criteria/Scoring Breakdown in the RFQ (worth 20 points). Now that the proposal content has changed from the original RFQ, can you please provide an updated Evaluation Criteria/Scoring Breakdown by section? **The Evaluation Criteria has changed as follows:**

   Experience of the team members **50 points**
   Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

   Past Performance/References **50 points**
   Has the team members successfully completed similar projects and worked as a team previously on similar projects.

2. Are any previous geotechnical studies or bathymetric surveys available for this project? **No**

3. Can we provide more than 3 similar past performance/reference projects, keeping these within the 6 pages? **Yes**

4. Is this project funded by a grant? If so, may we request a copy of the grant proposal or executed grant for review? **It is funded by a State Grant. A copy of the executed grant will be provided to the consultant who is awarded the design contract.**

5. Does the City have their own geotechnical engineering firm under contract for this project, or will the submitter need to include a geotechnical firm on their team? **No, the submittal does not need to include the geotechnical firm the proposer intends to use.**

6. Does Exhibit "G", Non-Collusion Affidavit, need to be completed for this RFQ package? **All required forms (Exhibits A-I) need to be completed and included with the submittal.**

7. Which of the required forms will need to be completed by any sub-consultants? **None of the required forms need to be completed by any sub-consultants.**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

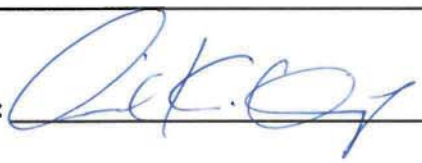
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: David K. Kemp, PE **TITLE:** Vice President

ADDRESS: 8075 Gate Parkway West, Suite 204

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2/13/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. May we provide our own in-house survey team, included in our proposal: May we provide our own in-house Construction Engineering and Inspection (CEI) team, included in our proposal? These are acceptable; however, it is not needed to be included as part of the RFQ. We are only looking for information relating to the qualifications and experience to provide the design and permitting phases.

2. Since there was no contract provided with the RFQ, will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? If selected by the City to submit a proposal, the firm will have an opportunity to discuss the terms of a contract.

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Statement of Qualifications

Resiliency Waterfront Bulkhead System Engineering & Design

for the City of Fernandina Beach
RFQ 23-05

February 14, 2023

City of Jacksonville, Northbank Bulkhead Rehabilitation

JAXPORT, Talleyrand Bulkhead Improvements

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01 Cover Letter

01 Cover Letter

February 14, 2023
City of Fernandina Beach
Attn: City Clerk's Office – RFP #23-05
204 Ash Street
Fernandina Beach, FL 32034

RE: Resiliency Waterfront Bulkhead System Engineering & Design

Dear Members of the Selection Committee,

Coastal communities nationwide are constructing resilient infrastructure to reduce the risk of physical damage and economic impact caused by intermittent high-water levels, allowing for quicker recoveries. Our team of marine and coastal resiliency experts in northeast Florida are at the forefront of these endeavors, and we are proud of the work we do to better prepare our communities for environmental challenges. Fernandina Beach is a unique and vibrant community that we hold close, and we are excited for the opportunity to collaborate with the City of Fernandina Beach to protect it.

HDR's goal is to provide the same exemplary engineering design and value-added services that we consistently provide in northeast Florida and throughout the state. We strongly believe we are the best team for the job, and offer the following benefits:

- **Local and regional experts with a wealth of experience.** HDR's team of professionals has recent Florida-based experience in resilient bulkhead design including in downtown Jacksonville, an environment with high pedestrian traffic. Our local Jacksonville office is staffed with over 58 individuals who are proud to call northeast Florida home, and who strive to make a difference in the community where we live and work. Backed by the resources of our over 500 staff based in Florida alone, HDR provides unequaled perspective in design, permitting, and construction for Florida municipalities and port authorities.
- **Proven Past Performance.** Our extensive waterfront expertise includes planning, design, repair, and retrofitting of bulkheads, piers, and boardwalks. HDR has provided multiple waterfront design services for the City of Jacksonville including the Northbank Bulkhead Replacement project and the Coastline Drive/Liberty Street Design/Build project - as the EOR. HDR has served JAXPORT for over 10 years as their General Engineering Consultant. Our work at JAXPORT includes design and construction management for over 4,100 linear feet of bulkhead reconstruction at the Talleyrand Marine Terminal (TMT), executed in 3 phases. We understand the complexities of designing and permitting resiliency improvements in marine environments.
- **Creative and Cost-Effective Approach.** HDR staff is familiar with the site and understands the importance of providing innovative solutions that meet current and future operational and service needs while minimizing potential impacts to ongoing operations. A great example of this is the recently completed Talleyrand bulkhead replacement project in Jacksonville where HDR's innovative solution saved JAXPORT approximately $20M over the concept developed by one of our peers while significantly reducing construction footprint and impacts to terminal operations.

76 South Laura Street, Suite 1600, Jacksonville, FL 32202
T 904.598.8900 **F** 904.598.8988

- **Proven local project manager and team.** Project manager Scott Ennis (60% available) has been involved in numerous resiliency and maritime projects including his recent role as project manager for JAXPORT's Tenant Pavement Improvements project. He brings 14 years of project management, construction contract administration, and resiliency design experience. He will work alongside our proposed Project Principal, George McGregor (30% available); our Lead QC Reviewer, Craig McGillawee (40% available); and our Senior Engineer, Steven Mersdorf (70% available). Mr. Ennis and the proposed team are uniquely qualified to address the specific tasks required to successfully deliver the resiliency waterfront bulkhead system. This contract will not overburden nor alter current staff assignments.
- **Teaming partners integral to our project team.** Our team of local HDR and subconsultant professionals has a history of successful project collaboration such as the Northbank Bulkhead Replacement for the City of Jacksonville. We offer the right mix of experience and talent necessary to deliver the project successfully.

Subconsultant/Location	Specialty	Estimated % of Work
Meskel & Associates – *Jacksonville, FL*	Geotechnical	10%
Terracon – *Jacksonville, FL*	Environmental	2%
SAM – *Jacksonville, FL*	Topo Survey	10%
Arc Surveying & Mapping – *Jacksonville, FL*	Hydro Survey	2%
INTERA – *Neptune Beach, FL*	Permitting	2%
Consor – *Jacksonville, FL*	Underwater Inspection	2%

In conclusion, we urge you to weigh the value provided to you in selecting a cohesive team of resiliency and maritime specialists with a proven history of successful collaboration. We are confident that by selecting our team you will find yourself supported by highly capable and responsive professionals that are truly dedicated to providing you with the best value possible. We thank you for the opportunity to continue to support our community.

Sincerely,

HDR Engineering, Inc.

George McGregor, PE
Vice President, Managing Principal

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02 Past Performance

02 Past Performance

The following pages show a selection of relevant projects with detailed information as requested. These projects are similar in scope, and were all performed locally by the same staff proposed for this project.

Northbank Bulkhead Rehabilitation

City of Jacksonville

Jacksonville, FL

HDR was selected to provide survey, geotechnical investigations, permitting, design and construction cost estimates, and services during construction to replace approximately 6,000 feet of failing bulkhead along the north bank of the St. John's River in downtown Jacksonville. This project will provide design of a new bulkhead waterward of the existing bulkhead and replacement of the Riverwalk amenities and paving disturbed by construction. The work will be performed in phased segments, starting at the site of the former Jacksonville Landing.

Notably, the project will address the City's coastal resiliency requirements and reduce risks attributed to sea level rise and coastal flooding during tropical storm events. The project therefore necessitated close coordination with the COJ Public Works, COJ Parks, Recreation and Community Services Department and COJ Engineering and Construction Management Divisions as well as various utility companies and regulatory agencies.

PROJECT DETAILS

Project Reference:
Robin Smith
Chief of Engineering
City of Jacksonville
904.255.8710

Project Status:
2020 - Ongoing

Key Staff & Partners:
George McGregor (Project Principal)

Scott Ennis (Site Civil)

Craig McGillawee (Project Manager, QC)

Stephen Mersdorf (Marine Structures)

ARC Surveying

Meskel & Associates

SAM

Terracon

Coastline Drive/Liberty Street Bridge Replacement

City of Jacksonville

Jacksonville, FL

PROJECT DETAILS

Project Reference:
Robin Smith
Chief of Engineering
City of Jacksonville
904.255.8710

Project Status:
2017 - 2020

Key Staff & Partners:
George McGregor (Project Principal)

Scott Ennis (Civil Engineer of Record)

Craig McGillawee (Structural Engineer of Record)

Stephen Mersdorf (Senior Engineer & Construction Services)

Arc Surveying

Intera

Terracon

The design-build project scope includes all investigation, design, permitting, coordination, final approved construction documents, and construction activities necessary for the replacement of the Coastline Drive and Liberty Street bridges over the St. Johns River. Project consists of removal and replacement of two bridge structures in downtown Jacksonville, FL; each approximately 450 feet in length. Associated work includes removal of an at-grade pile-supported concrete parking deck (approx. 180,000 sf) and re-routing of the existing Riverwalk to adjacent streets to re-establish continuity.

The replacement structures are to match the existing footprint and elevations of the existing bridges and re-establish all current tie-in points (streets, driveways, etc.).

Project requirements dictated use of FDOT flat slab beam (FSB) elements for the deck and 24-inch (min) square PC/PS concrete piles. Lateral restraint of a new bulkhead along Coastline Drive is limited to batter piles due to presence of adjacent hotel immediately landward, precluding the use of a traditional anchor rods and deadmen or even post-tensioned and grouted anchors.

Though classified as bridges, these structures mimic the type of construction typically found along the waterfront. The Coastline Drive structure, built parallel to the river bank over a steep side slope, is essentially a marginal wharf with short piles at the top of slope and much longer piles outboard where the water depth is greater than 50 feet. The Liberty Street structure, built perpendicular to the shoreline, resembles a typical pier, but is designed to carry local traffic.

General Engineering Consultant Services

City of Jacksonville, Parks, Recreation, and Community Services

Jacksonville, FL

PROJECT DETAILS

Project Reference:
Brian Burket
Project Manager, City of Jacksonville
117 W Duval St
Jacksonville, FL 32202
904.255.7935

Project Status:
2012 - 2023

Key Staff & Partners:
George McGregor (Project Principal)

Craig McGillawee (Project Manager, Engineer of Record)

Stephen Mersdorf (Structures & Civil Construction Services)

Intera

Meskel & Associates

Terracon

HDR has been providing professional services to the City of Jacksonville on community and public-use projects throughout Jacksonville, Florida on an ongoing basis between 2012 and 2022. To date, over 20 task orders have been completed that have included features such as ADA-accessible kayak launches, boat launch improvements, floating docks, fishing piers, maintenance dredging, boardwalks and nature trails, and landscape improvements. Professional services rendered include planning, engineering and design, permitting and construction support. Three project examples are described below:

- **Mandarin Park Kayak Launch & Floating Dock:** Mandarin Park is located along the north bank of Julington Creek. The project scope included coordinating field investigations, permitting assistance and design services to support design of an existing floating staging dock extension and a new floating adaptive kayak launch. Upland improvements included new pathways and ADA-compliant ramps through the existing tree canopy at the park.
- **Riverfront Park Fishing Pier & Water Taxi Dock:** Riverfront Park is located within a residential community on the St. John's river. The site is in an exposed location and is characterized by a relatively adverse wave climate during storm conditions, which is exacerbated by sea level rise and climate change.. The project included the design of a new ADA-compliant concrete fishing pier and floating dock for local water taxi and transient private craft, as well as various upland improvements for parking, landscaping and accessibility. Construction of the fishing pier and upland access was completed in 2022.
- **Exchange Island Park Improvements:** Exchange Island is an island park located in the St. John's river, east of downtown Jacksonville and is only accessible by water. HDR provided multiple task orders on this project, which included the design of a new floating dock and ramp access tower, master planning for trails and various park features, design of a new timber boardwalk through an existing marsh. Construction has been performed in multiple phases, with the final phase starting in late 2022.

Professional Consulting & Design Services (GEC) - Civil, Marine, Environmental

Jacksonville Port Authority (JAXPORT)

Jacksonville, FL

PROJECT DETAILS

Project Reference:
James Bennett
2831 Talleyrand Ave
Jacksonville, FL 32206
904.357.3001

Project Status:
2010 - 2023 (2 consecutive contracts)

Key Staff & Partners:
George McGregor (Project Manager, Water Utilities)

Scott Ennis (Site Civil & Utilities)

Craig McGillawee (Marine Structures)

Stephen Mersdorf (Marine Structures Construction Services)

Arc Surveying

Terracon

HDR has been providing Jaxport with engineering and regulatory consulting and design services continually for years. Since 2008, over 50 tasks orders have been issued with total gross fees exceeding $10 million and total capital construction costs approaching $200 million. The projects include designs for marine structure rehabilitation, reconstruction, and modernization; railroad rehabilitation and reconstruction; utility improvements; specialized pavement construction; security hardware and software; and environmental remediation and monitoring. Assigned work also includes annual inspections for the asset management of core port facilities including wharves and piers, bridges, drainage systems and surface paving. A few of the key projects are detailed below:

- Extensive wharf reconstruction and replacement design and construction administrative and resident CEI services for Blount Island and Talleyrand Marine Terminals (BIMT and TMT, respectively). All reconstruction work was performed without interruption to vessel or yard/cargo operations. BIMT Reconstruction provided modernization via crane electrification and accommodation of 100-ft gauge post-Panamax cranes, on-dock rail and heavy lift areas, and infrastructure for shore power (cold-ironing)
- Engineering design services and construction oversight for the rehabilitation of 4.75 miles of the rail line serving Blount Island.
- Design for a heavy pavement, tracked construction equipment storage yard utilizing fiber-reinforced concrete
- Design of a leading-edge infrared camera security system in the rail yard leading into the Talleyrand Marine Terminal
- Engineering and design of foundations for a new stair tower to service Carnival Cruise Lines operations
- Concept development and feasibility study for expanding the capacity of the Buck Island Dredged Material Management Area
- Conceptual study to modify an existing dry bulk facility for Ro-Ro applications
- Engineering and design of localized repairs to the wharf structure at Blount Island Marine Terminal Berth 30 to correct deficiencies and allow continued tenant operations
- Planning and NEPA documentation for Dames Point Intermodal Container Transfer Facility
- Design and permitting services for expansion of existing DMMA at Buck Island
- Emergency engineering design and construction oversight to stabilize and repair the wharf and stabilize/restore a nearby damaged refrigerated warehouse following a bulkhead failure at Talleyrand Marine Terminal

03 Team Member Experience

03 Team Member Experience

Scott Ennis, PE
Project Manager

As Northeast Florida Resilience Lead, Mr. Ennis has extensive experience in drainage, roadway, and site civil project management and engineering design. He is well-versed in working with clients through the entire project lifecycle, from concept development through construction close-out. His expertise includes final design, study development, and quality control review.

EDUCATION

Bachelor of Science, Civil Engineering, University of Florida, 2009

REGISTRATIONS

Professional Engineer:
FL #77068
TX #127502

PROFESSIONAL EXPERIENCE

13 years (Total)
10 years (HDR)

RELEVANT EXPERIENCE

City of Jacksonville, Northbank Bulkhead Rehabilitation
Jacksonville, FL
Civil Engineer for the replacement of approximately 6,000 linear feet of steel sheet pile bulkhead on the north bank of the St. John's river in downtown Jacksonville. The work is being designed and constructed in phased segments, starting at the site of the former Jacksonville Landing. As part of the City of Jacksonville's coastal resiliency initiatives, this project will mitigate flood risks for decades to come while also enabling new waterfront developments through proactive design strategies.

Jacksonville Port Authority (JAXPORT), Tenant Pavement Improvements Phases 1-2
Jacksonville, FL
Project Manager. This project included design of a two phase 12.2-acre asphalt parking facility and two stormwater ponds totaling 1.5 acres. Mr. Ennis managed project design, St. Johns River Water Management District (SJRWMD) environmental resource permitting (ERP), and stakeholder coordination. Project complexities included impaired stormwater basins, a 54-inch jack and bore, and clayey soils. Mr. Ennis also managed construction assistance including plans revisions, RFI responses, and weekly site meetings with the contractor and JAXPORT. Following completion of Phase 1, JAXPORT requested modification of Phase 2 to increase the pavement limits. Multiple alternative site layouts were developed and evaluated. The final layout added an additional 2.4 acres of paved area and required a complete grading and drainage redesign as well as an environmental resource permit modification.

City of Jacksonville (COJ), Coastline Drive and Liberty Street Bridge Replacement, Design-Build
Jacksonville, FL
Roadway and Drainage Lead. Project scope included replacing two existing damaged and partially collapsed two-lane streets on bridge - Coastline Drive and Liberty Street, and mill and resurfacing Courthouse Drive in downtown Jacksonville. Mr. Ennis managed roadway and drainage design including roadway plan and profile, complex temporary traffic control and pedestrian routing in a high pedestrian area, scupper design, existing drainage structure modification, temporary drainage features and erosion control. Close design coordination was required to tie to the existing surface along the length of the bridges including

SCOTT ENNIS, PE (CONTINUED)

at multiple driveways while meeting drainage needs and Americans with Disabilities Act (ADA) requirements. Mr. Ennis also provided construction assistance.

Jacksonville Port Authority (JAXPORT), Phoenix Avenue Rail Crossing Rehabilitation

Jacksonville, FL

Project Manager. Project scope included replacing an existing damaged JAXPORT rail crossing at a two-lane urban road. Mr. Ennis managed project and contract documents including subconsultant task orders and invoices. He also coordinated with JAXPORT, the COJ, subconsultants and in-house rail engineers. He provided pavement design, and bid package development including specifications, cost estimate and bid form.

City of Jacksonville, Arlington Lions Club Park

Jacksonville, FL

Project Manager. This project included approximately 1000 feet of boardwalk extension and replacement and asphalt path replacement. Mr. Ennis led site civil design including boardwalk and asphalt path design, ADA compliance, and stormwater pollution prevention. Care was taken to divide the project into three construction add-alternatives to create flexibility in response to rising construction costs.

Florida East Coast Railway, Bridge Replacement over LPGA Canal

Jacksonville, FL

Roadway and Drainage Lead. This project was triggered by the need to replace the existing rail bridge over LPGA Canal at a higher elevation to meet highwater clearance requirements. Raising the bridge raised the railroad profile which resulted in the need to raise an adjacent roadway crossing. Mr. Ennis designed the raised roadway and associated drainage improvements.

JAX LNG LLC, Liquefied Natural Gas (LNG) Plant Construction and Permitting Phases 1-2

Jacksonville, FL

Phase 2 Project Manager. Phase 1 Lead Site Engineer. Phase 1 included site design and permitting for LNG liquefaction, distribution, and storage facilities including a 2-million-gallon storage tank, and design of a bunkering barge pier. The schedule, site complexity including contaminated soils, and complex air and water permitting requirements necessitated close stakeholder coordination. Mr. Ennis managed site design, FDEP ERP permitting, and COJ Civil Plan Permitting. The 9.0-acre expansion included site grading, paving, stormwater conveyance, modification of the existing stormwater pond, a jack and bore pipe, and development of an additional stormwater pond. Close coordination with JAX LNG, the contractor, and permitting agencies during design and construction was required due to the complexity of the site.

Jacksonville Port Authority (JAXPORT), BIMT Electric Distribution Load Center (Pond 6)

Jacksonville, FL

Lead Drainage Engineer. JAXPORT's conversion of the Blount Island container cranes from diesel-electric power to fully electrified cranes required new electrical infrastructure, including a new substation proposed at the corner of an existing stormwater pond. Through permit research, site inspection, and discussions with FDEP, Mr. Ennis determined the pond was nonfunctioning and out of compliance. Mr. Ennis coordinated closely with FDEP to develop a stormwater and site design that both mitigated the reduction in pond size due to the new substation and brought the site into compliance.

Naval Station Mayport Installation Development Plan

Jacksonville, FL

Project Engineer. This project developed a base wide master plan which identified current conditions to assist in future base forecasting and planning. Mr. Ennis was the civil engineering member of a diverse team of planners and engineers. He was tasked with summarizing conditions of facility site civil, stormwater and utilities including water and wastewater. Through site visits, consultation with facility personnel, and review of available records and past studies he developed a summary to be incorporated in the Installation Development Plan.

George McGregor, PE
Project Principal

Mr. McGregor is a Program Manager with over 40 years of civil engineering experience in management, design and construction, including preparation of final contract documents, cost estimates, and specifications. His work history includes 25 years of public sector service as well as 21 years of engineering consulting. His experience includes site and route land surveying, transportation and drainage design, budgeting and scheduling, coordination of design reviews, quality control, document preparation, and client relations. Mr. McGregor has extensive experience in project planning, scope development, and fee preparation. Mr. McGregor has participated in and led negotiations for multiple transportation, drainage, and utility projects.

REGISTRATIONS
Professional Engineer, Florida, No. 38728

PROFESSIONAL EXPERIENCE
40+ years (Total)
13 years (HDR)

RELEVANT EXPERIENCE

City of Jacksonville, Northbank Bulkhead Rehabilitation
Jacksonville, FL
Project Principal for the replacement of approximately 6,000 linear feet of steel sheet pile bulkhead on the north bank of the St. John's river in downtown Jacksonville. The work is being designed and constructed in phased segments, starting at the site of the former Jacksonville Landing. As part of the City of Jacksonville's coastal resiliency initiatives, this project will mitigate flood risks for decades to come while also enabling new waterfront developments through proactive design strategies.

Jacksonville Port Authority, General Engineering Consultant
Jacksonville, FL
Program Director. Served as the Program Director for a multi-year contract to provide professional consulting and design services for Civil, Marine and Environmental projects for the Jacksonville Port Authority (JAXPORT). Project work included wharf reconstruction, reconstruction of rail facilities leading into and within the terminals, roadway and utility improvements, environmental remediation, security enhancements, and annual infrastructure inspection services.

Jacksonville Transportation Authority, General Engineering Consultant
Jacksonville, FL
Program Manager. Currently serves as the Program Manager for a multi-year contract to provide Engineering & Architectural Consulting Services for the Jacksonville Transportation Authority (JTA). The work includes roadway and utility designs, right-of-way appraisal and acquisition services, transit system analysis, federal grant applications and facility infrastructure assessments and repairs. Related assignments included development of scope, budgets and schedules for establishing a $100M Bond Program for transportation improvements.

City of Jacksonville, Better Jacksonville Plan
Jacksonville, FL
Served as the Program Manager for road widening and new

GEORGE MCGREGOR, PE (CONTINUED)

road construction for a program known as the Better Jacksonville Plan. The program included the management of over 90 individual transportation, drainage and utility projects from conceptual planning through completed construction. Project work included ensuring that design consultants and contractors delivered projects on time and within budget while meeting the standards and criteria established by the local and state governments and the program. Other key aspects of the program included design and constructability reviews, community outreach, project controls, contract administration, development of contract scopes, fee negotiations, and staff management. The program is valued at approximately $900 million. As the BJP Program Manager, he oversaw acquisition of hundreds of parcels required to implement the City's roadway and drainage improvements. Acquisitions included fee simple, permanent and temporary easements, as well as right of way entry agreements. Mr. McGregor has been qualified as an engineering expert witness for condemnation cases and has represented the City's interest at trial and during settlement negotiations.

Northstar Midstream, Liquified Natural Gas (LNG) Plant Construction and Permitting
Jacksonville, FL
Project Manager. Served as the Project Manager for marine improvements and site permitting for an LNG project constructed to fuel the world's first LNG powered container ships. The project includes construction of a 2M gallon storage tank to support liquefaction production of 130,00 GPD. The marine improvements will provide berthing for a newly constructed LNG bunkering barge to supply fuel to LNG powered ships.

Jacksonville Transportation Authority, Skyway Modernization Program Management (RSH)
Jacksonville, FL
Program Manager. Serves as a Program Manager for a five-year contract to provide Program Management Services for the Jacksonville Transportation Authority (JTA). The project work includes roadway and utility designs, transit system analysis, federal grant applications and Electric Vehicle implementation for transit.

CH2M HILL International, Ltd, Principal Program Manager
Dubai, United Arab Emirates
As the Program Manager for an international engineering consulting/design company, Mr. McGregor managed the design and construction of infrastructure and site projects for private development. Responsibilities included managing design and construction efforts, including preparing budgets and schedules, negotiating contracts and coordinating with government agencies.

Parsons Transportation Group, Program Manager
Jacksonville, FL
As the Program Manager for a joint venture program, Mr. McGregor was tasked with management of the design and construction of transportation, drainage and utility improvement projects for local government agencies. Duties include overseeing design and construction of transportation projects and related infrastructure improvements. Responsibilities include managing study design and construction efforts, including preparing and managing budgets and schedules, and negotiating contracts as well as coordinating with state and federal agencies.

City of Jacksonville, Manager - Plans and Programs
Jacksonville, FL
Managed the staff responsible for the review and approval of development within the jurisdiction of the City of Jacksonville. This included all commercial and residential development projects within the city. As part of the development permitting process, provided direct approval authority for all drainage and pavement improvements for public and private projects.

Craig McGillawee, PE

Senior Marine Engineer & Quality Control

Mr. McGillawee is a senior project manager and marine structural engineer responsible for managing the ports and marine technical program for HDR in the Southeast region. With extensive marine and coastal engineering experience worldwide, he is well versed in working with waterfront clientele in a variety of industries to develop and execute their vision. Further, Mr. McGillawee is well versed in contracting, bidding/tendering processes, and construction contract administration.

EDUCATION

Master of Civil Engineering, North Carolina State University, 2016

Bachelor of Science, Civil Engineering, University of Calgary, 2006

REGISTRATIONS

Professional Engineer:
FL # 72218
SC #34449
NY #094273
British Columbia #181179

PROFESSIONAL EXPERIENCE

18 years (Total)
7 years (HDR)

RELEVANT EXPERIENCE

City of Jacksonville, Northbank Bulkhead Rehabilitation
Jacksonville, FL
Project Manager and QC Engineer for the replacement of approximately 6,000 linear feet of steel sheet pile bulkhead on the north bank of the St. John's river in downtown Jacksonville. The work is being designed and constructed in phased segments, starting at the site of the former Jacksonville Landing. As part of the City of Jacksonville's coastal resiliency initiatives, this project will mitigate flood risks for decades to come while also enabling new waterfront developments through proactive design strategies.

Port Everglades, Slip 1 Widening
Broward County, FL
Engineering Lead and Structural EOR for the widening of Slip 1 at Port Everglades. This highly complex project involves constructing a new bulkhead approximately 160 feet behind an existing petroleum berth, upland civil works, permitting, and coordinating with tenants and the petroleum industry. The project is being performed in concert with the FDEP as it is their largest remediation project to date for petroleum contamination.

City of Jacksonville, Coastline Drive and Liberty Street Bridges
Jacksonville, FL
Structural Engineer of Record. Design, permitting and construction services for this design-build project, which will reclaim a portion of the St. Johns River formerly covered by a parking lot, and replace/extend the Northbank River Walk. The project includes demolition and replacement of two pile-supported marginal bridges, bulkhead repair/replacement, roadway design, landscape architecture, lighting design, and bridge design. Design water depths exceed 60 feet and the bridge also serves as a bulkhead anchorage system.

South Carolina Port Authority, Hugh Leatherman Terminal (HLT) Wharf
North Charleston, SC
Lead Designer and engineer of record, and engineering services during construction. HLT is a >$1B green-field container terminal development located on the Cooper River, capable of handling 19,000 TEU vessels. Craig is the lead designer and EOR for the Phase 2 wharf extension design and will serve as the owner's engineer during construction of the extension.

CRAIG MCGILLAWEE, PE (CONTINUED)

During construction of the initial Phase 1, Craig acted as Owner's Engineer for the wharf aspects of the development and was responsible for design reviews, and Phase 1 construction management and inspection.

Port Tampa Bay, Berth 268 Rehabilitation
Tampa, FL
QC reviewer and concept design lead for the rehabilitation of Berth 268. The design involves replacing approximately 350 linear feet of pile supported wharf and cutoff wall with a new anchored sheet pile bulkhead intended for berthing cruise vessels.

City of Jacksonville, Oak Harbor Maintenance Dredging
Jacksonville, FL
Project Manager and Engineer of Record for maintenance dredging of a community boat launch basin and access channel.

City of Jacksonville, FIND Projects
Jacksonville, FL
Project Manager and Engineer of Record for various park improvement projects involving marine improvements, permitting and/or dredging throughout Jacksonville in support of FIND grant application packages.

City of Jacksonville, Southbank Kayak Launch
Jacksonville, FL
Project Manager and Engineer of Record for an ADA-accessible kayak launch on the Southbank of the St. Johns River across from downtown Jacksonville. The new launch consists of a fixed concrete pier, aluminum gangway and concrete floating dock with integral ADA launch assembly.

City of Jacksonville, Riverfront Park Water Taxi Dock and Fishing Pier
Jacksonville, FL
Project Manager and Engineer of Record for the construction of an ADA-accessible concrete fishing pier and concrete floating dock servicing a local water taxi and transient private craft. Additionally, landside improvements for accessibility were incorporated.

City of Jacksonville, Exchange Island Floating Dock
Jacksonville, FL
Structural Engineer for a concrete floating dock and associated access to Exchange Island, located in the St. Johns River near downtown Jacksonville. To minimize construction costs, dock access was provided by a fixed timber platform between two gangways, one of which was repurposed from another City property.

City of Jacksonville, Mandarin Park Kayak Launch & Dock Improvements
Jacksonville, FL
Project Manager and Engineer of Record for the construction of an ADA-accessible kayak launch facility. Additionally, modifications to the existing boat launch staging dock and entrance channel were incorporated.

Northstar Midstream, Jax LNG Pier
Jacksonville, FL
Structural Engineer of Record for a new concrete pier and dolphin structures servicing an LNG bunkering barge. This facility is the first of its kind on the East Coast.

Jacksonville Port Authority, Talleyrand Marine Terminal Wharf Rehabilitation, Berths 7/8
Jacksonville, FL
Lead structural engineer for the rehabilitation of approximately 1800 linear feet of pile supported wharf. Repairs and improvements include the installation of a cathodically protected sheet pile wall and performing underdeck concrete repairs while minimizing interruptions to ongoing port operations.

US Coast Guard, North & South Moorings Rehabilitation
St. Petersburg, FL
Structural Engineer of Record for structural repairs to existing facilities comprising the North and South moorings, inclusive of concrete and steel sheet pile bulkheads, stone revetments, as well as timber and concrete piers and docks.

Stephen Mersdorf, PE

Senior Marine Engineer & Construction Oversight

Mr. Mersdorf has over 18 years experience in marine structural analysis and design, and 22 years total engineering and construction experience. During his career, he has designed a variety of marine infrastructure projects including wharves, piers, bulk terminals, mooring/breasting dolphins, and bulkheads. Mr. Mersdorf also has terminal and port planning experience at several of the large container ports in North America.

EDUCATION

Master of Science, Civil Engineering, Michigan Technological University, 2000

Bachelor of Science, Civil Engineering, Michigan Technological University, 1998

REGISTRATIONS

Professional Engineer: FL #93058

PROFESSIONAL EXPERIENCE

22 years (Total)
11 years (HDR)

RELEVANT EXPERIENCE

City of Jacksonville, Northbank Bulkhead Rehabilitation

Jacksonville, FL

Marine Structural Engineer for the replacement of approximately 6,000 linear feet of steel sheet pile bulkhead on the north bank of the St. John's river in downtown Jacksonville. The work is being designed and constructed in phased segments, starting at the site of the former Jacksonville Landing. As part of the City of Jacksonville's coastal resiliency initiatives, this project will mitigate flood risks for decades to come while also enabling new waterfront developments through proactive design strategies.

Jacksonville Port Authority, Talleyrand Marine Terminal Bulkhead Replacement Berths 4-6

Jacksonville, FL

Design Engineer for Phases 1-2 and construction engineering services for this infrastructure improvement project, which included installation of a new steel sheet pile bulkhead landward of the existing bulkhead, saving millions of dollars and precluding the need for permitting. HDR provided engineering services for design, construction documents, and services during construction for the installation.

Jacksonville Port Authority, Talleyrand Marine Terminal Bulkhead Replacement Berths 6/7/8

Jacksonville, FL

Lead Design and Construction Resident Engineer. This project was the third phase of the overall bulkhead rehabilitation program at JAXPORT's Talleyrand Marine Terminal. Similar to the Berth 4/5 and 5/6 projects, HDR provided engineering services for design, construction documents, and services during construction for the installation of a replacement steel sheet pile bulkhead and associated repairs at Berths 6/7/8. Unique elements of this project included removal and replacement of a segment of on-wharf rail to allow installation of the new bulkhead as well as tying the new bulkhead into several large outfall structures that penetrate the existing bulkhead.

Jacksonville Port Authority, Blount Island Marine Terminal Rehabilitation

Jacksonville, FL

Design Engineer and CEI/ Construction Oversight. HDR provided engineering services for the design and preparation of bid documents, and is providing

STEPHEN MERSDORF, PE (CONTINUED)

engineering support during construction for the rehabilitation of approximately 4,700 linear feet of wharf at Blount Island Marine Terminal. HDR successfully addressed specific challenges including the implementation of a construction approach and phasing plan to accommodate construction with minimal disruption to ongoing tenant operations, while maintaining access for container cranes to necessary shore power and heavy weather tie down points. In addition, HDR designed and specified alternate construction solutions to be implemented based on field conditions encountered, and developed the contract documents and bid form to maximum fiscal and construction risk management control of JAXPORT. HDR completed the project on schedule and budget, allowing bidding and construction to proceed on the expedited timeline. Following construction of the first phase, JAXPORT was able to allocate the funding to fully reconstruct the remainder of the BIMT facility.

Jacksonville Port Authority, Blount Island Marine Terminal Reconstruction

Jacksonville, FL

Design Engineer and CEI/Construction Oversight for the reconstruction of 3,600 linear feet of wharf. Project was designed to support 100-foot gage electrified STS cranes, and provide the Port with a new Post-Panamax capable container and cargo wharf. Successful coordination and construction phasing allowed for minimal disruption for tenant operations.

McCarthy Construction Company, Beaumont Layberth and Ro-Ro Facility

Beaumont, TX

Design Engineer for Design-Build of a layberth and Ro-Ro facility with four berths to accommodate berthing of eight supply vessels. Major structural design elements included the pile-supported piers, breasting structures, and mooring anchors (pile and plate). Two pile-supported concrete piers were designed to support the roll-on/roll-off operations of the vessels, with each pier servicing two berths. The project included mooring analyses of each berth for single and nested vessel configurations for both operating and heavy weather conditions.

Miami-Dade County - Seaport Department, Wharves Strengthening Program for Cargo Wharves I-VII

Miami, FL

Design Engineer. In preparation for deepening of the harbor from 45 to 50 feet, the 6,000 linear feet of bulkhead and pile-supported construction required strengthening to accommodate the increased depth and larger future vessels. The HDR team provided detailed design, construction documents, and construction support. The new construction, estimated at approximately $60M, was designed to make maximum use of existing structural elements, including remaining bulkhead section and anchors, and supplemented these with a new sheet pile bulkhead and new soil anchors. The new structure will be capable of supporting mooring and berthing loads associated with New Panamax vessels.

Port of Tacoma, Hylebos Waterway Stage 1 for Slip 1 Nearshore Confined Disposal Facility

Tacoma, WA

Field Engineer. Project for Slip 1 Nearshore Confined Disposal Facility Stage 1 Containment Berm for the Port of Tacoma. Mr. Mersdorf's responsibilities included filing daily inspection reports, survey review, and overseeing field operations.

Port of Tacoma, Terminal 3-4 Rehabilitation

Tacoma, WA

Project Engineer. Designed the rehabilitation of existing 150-acre terminal, which was expanded to 194-acre terminal. His responsibilities included yard layout, storm system, asphalt, transtainer crane runways, gates/access roads, 200 foot wharf extension; cost estimate, drawings, specs, basis of design, and permits.

Arc Surveying & Mapping, Inc.
Professional Hydrographers ● Surveyors ● Mappers

RICHARD J. SAWYER
SUR CHIEF SURVEYOR

Certified Hydrographer
Professional Surveyor & Mapper
FAA Drone Pilot

EDUCATION:
Civil Engineering Technology; Associates of Science (A.S.) Florida Community College: 1989

Shallow Water Multibeam Training, U.S and Canadian Hydrographic Commission, University of New Brunswick,1996

LICENSE AND/OR REGISTRATION
Florida Professional Surveyor & Mapper (PSM) No. LS0006131

Amercian Congress of Surveying & Mapping, (ACSM CH) Certifed Hydrographer No. 194

FAA Drone Pilot #3958472

EXPERIENCE WITH ARC SURVEYING & MAPPING:
19 Years

TOTAL YEARS OF EXPERIENCE
35 Years

BACKGROUND / RESPONSIBILITIES
Mr. Sawyer is a Professional Surveyor and Mapper, as well as a ACSM Certified Hydrographer, with thirty-five (35) years of experience in large-scale design, marine engineering, and dredging surveys. . Mr. Sawyer offers to our client's dozens of years of experience and knowledge pertaining to the standards, technologies, and data presentation for charting of inland and coastal water bodies and their littoral land areas. His current resonsibilities include all facets of project management, field to finish, for surveying and mapping on large scale engineering design, geodetic, coastal, marine, dredging and hydrographic mapping projects.

PROJECT EXPERIENCE

- RS&H/City of Jacksonville – Liberty Street Marina Hydrographic, Topographic, Side-scan and Sub-bottom Profile surveys
- HDR/City of Jacksonville – Coastline and Liberty Drive Hydrographic, Topographic, Side-scan Sonar and Digital Terrain Modeling and Contour Mapping
- Kisinger Campo & Associates/FDOT District II – Coastline Drive Collapse, Hydrographic surveying, Blueview Sonar Surveying
- CH2M Hill/FDOT District II – Coastline Drive and Liberty Street bridge and portions of the St. John's River hydrographic surveys
- Palm Cove Enterprises – Palm Cove Marina Dredging hydrographic surveys and quantity calculations
- Brance Diversified – Fernandina Beach Marina hydrographic surveys
- Jekkyll Island Marina – Jekyll Island Marina hydrographic surveys
- Florida Yacht Club – Florida Marina and Dock Facility hydrographic surveys
- Port of Fernandina Nassau Terminal Surveys
- Buckeye Jacksonville Trans Shipment Berth Surveys
- NDT Investigation/Abandoned Piling San Sebastian Inlet, St. Augustine, FL Hydrographic, side-scan and sub-bottom sonar survey performed to identify objects lying on or protruding above the river bottom and identify buried pilings

AFFILIATIONS

American Association of Port Authorities
American Congress of Surveying and Mapping
U.S. Hydrographic Society
Florida Professional Surveying and Mapping Society

PROFESSIONAL TRAINING

- Shallow Water Multibeam Training, U.S and Canadian Hydrographic Commission, University of New Brunswick,1996
- Trimble Geomatics GPS Processing Training, Measuretronics
- Side Scan Sonar Processing and Mosaicing, Oceanic Imagining Consultants, 2002
- Bentley's Microstation, InRoads and Descartes Mapping Training, CADD Development, 1996, 1999, 2003
- Hydrographic Data Acquisition and Processing, Coastal Oceanographics, Yearly from 1991-2006
- 30 Hour Construction Safety and Health 29 CFR Part 1926

Arc Surveying & Mapping, Inc.
Professional Hydrographers ● Surveyors ● Mappers

FRANK J. SAWYER

PRESIDENT

Hydrographer
Project Manager

EDUCATION:
Orange Park High School

LICENSE AND/OR REGISTRATION
Merchant Mariner #501973
Hypack Certified Hydrographer

EXPERIENCE WITH ARC SURVEYING & MAPPING:
33 Years

TOTAL YEARS OF EXPERIENCE
33 Years

BACKGROUND / RESPONSIBILITIES

Mr. Sawyer has over thirty three (33) years of surveying, mapping and computing experience. He has performed numerous hydrographic surveys for ACOE, FDOT, Port Authorities and various other clients and is proficient with all types of positioning and depth sounding equipment, Differential Global Positioning (DGPS) and Real Time Kinematic (RTK). He is experienced in the use of multibeam swath and single and dual frequency depth sounders, Ground Penetrating Radar (GPR), side-scan sonar, geophysical systems, sub-bottom profilers and magnetometers. Mr. Sawyer specializes in hydrogrpahic surveys and is capable of collecting, proessing, computing and mapping. Mr Sawyer is a Hypach/Hysweep expert, well know and respected for his ability to assist in software development and installation.

PROJECT EXPERIENCE

- RS&H/City of Jacksonville – Liberty Street Marina Hydrographic, Topographic, Side-scan and Sub-bottom Profile surveys
- HDR/City of Jacksonville – Coastline and Liberty Drive Hydrographic, Topographic, Side-scan Sonar and Digital Terrain Modeling and Contour Mapping
- Kisinger Campo & Associates/FDOT District II – Coastline Drive Collapse, Hydrographic surveying, Blueview Sonar Surveying
- CH2M Hill/FDOT District II – Coastline Drive and Liberty Street bridge and portions of the St. John's River hydrographic surveys
- Palm Cove Enterprises – Palm Cove Marina Dredging hydrographic surveys and quantity calculations
- Brance Diversified – Fernandina Beach Marina hydrographic surveys
- Jekkyll Island Marina – Jekyll Island Marina hydrographic surveys
- Florida Yacht Club – Florida Marina and Dock Facility hydrographic surveys
- Port of Fernandina Nassau Terminal Surveys
- Buckeye Jacksonville Trans Shipment Berth Surveys

AFFILIATIONS

American Association of Port Authorities
American Congress of Surveying and Mapping
U.S. Hydrographic Society
Florida Professional Surveying and Mapping Society

PROFESSIONAL TRAINING

Hypack/Hysweep Certification
Trimble Geomatics GPS Processing Training
OSHA 40-hour Hazardous Waste Site Operations & Emergency Response
CPR Certified
United States Coast Guard Vessel Operation Certification
OSHA 10 Hour Construction Management Safety

SEBASTIEN TEMPLETON, PE | *Team Leader*

Mr. Templeton has 22 years of experience managing and leading waterfront inspection and repair/ rehabilitation design projects. Specific expertise includes structural condition assessment, corrosion assessment and mitigation, cathodic protection evaluation and design, and construction management. As an ADCI-certified Surface-Supplied Air Diving Supervisor (#48653), he routinely performs above-water and underwater condition assessments and repair design inspections. His expertise includes a variety of waterfront structures, including piers, wharves, relieving platforms, dry docks, quay walls, bulkheads, caissons, bridges, pipelines, and fender and mooring systems.

EXPERIENCE

22 years

EDUCATION

BS, Mechanical Engineering, University of Maryland at College Park

REGISTRATION

Professional Engineer
FL #73173 and 2 other states

CERTIFICATIONS

Association of Diving Contractors International #48653 - Surface-supplied Air Diving Supervisor

Diver Certification Board of Canada #20140192 - Unrestricted Surface Supplied Air

Current First Aid, CPR, Emergency O2 and ADCI Dive Physical

COURSES

- FHWA/NHI 130055, Safety Inspection of In-Service Bridges
- FHWA/NHI 130053, Bridge Inspection Refresher Training
- FHWA/NHI 130078, Fracture Critical Inspection Techniques for Steel Bridges
- FHWA/NHI 130091, Underwater Bridge Inspection
- NASBLA 0811859, FL Boating Safety Education

KEY PROJECT EXPERIENCE

PORT EVERGLADES SLIP ONE EXPANSION PROJECT; *Broward County, Florida; Team Leader.* Mr. Templeton performed an underwater special-purpose inspection of the bulkhead composing Berths 9 through 11. The purpose of the inspection was to determine the presence and assess the condition of cementitious fill placed between the interior and exterior steel sheet pile retaining walls by means of destructive testing. This information was used to evaluate the bulkheads ability to support itself during upland excavation operations and to estimate concrete demolition quantities for the expansion of Slip 1, which supports petroleum offloading operations along Berths 9 and 10.

BULKHEAD CONDITION ASSESSMENT, CANAVERAL PORT AUTHORITY; *Port Canaveral, Florida; Team Leader.* Mr. Templeton performed an underwater condition survey of the bulkhead walls within Port Canaveral for various waterfront facilities, including cruise terminals, bulk and containerized cargo terminals, and fuel transfer terminals. The total length of walls inspected included over 3.5 miles of interlocking steel and concrete sheet pile retaining walls.

PORT EVERGLADES BIENNIAL WATERFRONT INSPECTION AND ASSESSMENT; *Broward County, Florida; Project Manager/Team Leader.* From 2005 through 2015, Mr. Templeton participated in five of the six facility-wide, biennial assessments performed over the duration of two consecutive five-year engineering on-call contracts. From 2011 through 2016, he was the engineer-in-charge for all three underwater structural condition assessments. During each assessment, all 33 berths composing Port Everglades were inspected. This included the inspection of over 25,000 ft. of differing bulkhead structures used to support various seaport operations, including Roll-On/Roll-Off, containerized cargo, bulk, and breakbulk handling operations. The objective of each inspection was to assess the overall condition of submerged bulkhead components, assign condition assessment ratings, record defect attributes warranting repair, and develop recommendations for follow-up action with associated construction estimates of probable repair costs.

JACKSONVILLE PORT AUTHORITY "ON-CALL" ENGINEERING SERVICES; *Jacksonville Port Authority, Florida; Engineer-Diver.* Mr. Templeton performed above and underwater routine condition assessments of more than 10,000 ft. of sheet pile bulkhead and more than 5,500 pre-stressed concrete piles at Jaxport's Blount Island and Talleyrand Marine Terminals. In addition, an above and underwater inspection of two vehicular bridges and a railroad bridge was performed. The purpose of the inspections was to assess the overall condition of the waterfront facilities and identify structural and non-structural deficiencies using non-destructive testing methods. Inspection efforts included a Level I visual/tactile inspection on 100% of the submerged surfaces, and Level II and III efforts on 10% of the submerges structural elements. This included marine growth removal and the collection of remaining sheet pile thicknesses using a ultrasonic thickness meter. Deliverables included a detailed condition assessment report with repair recommendations and associated cost estimates.

SEBASTIEN TEMPLETON, PE | *Team Leader (continued)*

CEU MIAMI FY19 MAJOR ATON INSPECTION AT VARIOUS US COAST GUARD 7TH AND 8TH DISTRICT OFFSHORE AND INLAND SITES; *United States Coast Guard; Project Manager/Team Leader.* Consor performed above and underwater structural inspections of 35 major aid-to-navigation (ATON) structures located throughout the southeastern United States, Puerto Rico, and the US Virgin Islands. The purpose of the inspection was to detect and report conditions requiring maintenance or repair before such conditions become safety, structural, or major maintenance problems for servicing Coast Guard personnel. They were performed to assess physical integrity and ensure each ATON meets their functional requirements; identify the need for corrective action before advanced deterioration necessitates major repairs; and initiate action for repair or replacement. Additionally, OSHA-compliance audits were performed to verify compliance with current federal regulations and identify the need for modifications regarding ladders, fall protection, and other safety features. Project deliverables include comprehensive condition assessment reports with repair recommendations, associated construction repair estimates, remaining service life estimates, CAD figures, and photographs.

NORTH CHARLESTON TERMINAL WHARF REPAIRS AND IMPROVEMENTS; *South Carolina State Ports Authority; Project Manager/Team Leader.* Mr. Templeton performed a detailed underwater and below deck structural investigation and evaluation of the North Charleston Terminal's marginal wharf. The scope of the investigation included performing a repair/upgrade design inspection in accordance with the guidelines specified in the ASCE Waterfront Facilities Inspection and Assessment Manual No. 130. The purpose of the inspection was to assess the condition of the structural components and record defects warranting repair, including all relevant defect attributes, such that bid documents could be generated. The information gathered during the inspection was used to support a structural load rating analysis and repair/upgrade designs necessary to accommodate the stowage of additional ship-to-shore (STS) gantry cranes. This included gathering sufficient information so that repairs identified during the inspection coincided with the structural upgrades required to resist the concentrated load combinations generated from STS crane stowage during high wind and storm events.

DUE DILIGENCE INSPECTION OF THE HILTON FORT LAUDERDALE MARINA; *Broward County, Florida; Team Leader.* Mr. Templeton performed a due diligence inspection of the waterfront structures associated with the Hilton Fort Lauderdale Marina. The main purpose of the inspection was to determine the overall condition of the waterfront structures and develop a list of short-term and long-term repair recommendations with associated rough-order-of-magnitude estimated repair costs.

BASELINE INSPECTION OF CRUISE TERMINAL ONE; *Port Canaveral, Florida; Dive Supervisor.* Mr. Templeton performed a baseline inspection of the newly constructed Cruise Terminal 1 (CT-1) for the Canaveral Port Authority. The purpose of the inspection was to verify general compliance with the design drawings, ensure the structure was free of defects prior to owner acceptance, and to establish a structure/component datum for future reference and comparison. The new terminal consisted of a 1,500-ft. long, anchored, combination-type wall composed of interlocking pipe piles and Z-sheets, and concrete scour mats placed on the seabed along the length of the facility.

IDIQ CONTRACT FOR OCEAN ENGINEERING SERVICES NATIONWIDE; *United States Coast Guard; Team Leader.* Under two consecutive five-year contracts, Consor is providing ocean engineering services under an indefinite delivery indefinite quantity basis to support the US Coast Guard Civil Engineering Program nationwide. Task orders have included above and below water inspections on aid-to-navigation (ATON) structures in Florida, South Carolina and Louisiana; above and below water waterfront facilities inspections at US Coast Guard installations in California, Oregon, Washington State, New York, New Jersey and Connecticut; inspection and maintenance of floating docks at 35 facilities in California, Oregon, and Washington; and various waterfront facilities design tasks.

SPECIAL PURPOSE INSPECTION OF THE TERMINAL 3 BULKHEAD; *Port Miami, Florida; Team Leader.* Mr. Templeton performed a thickness survey of the old steel sheet pile bulkhead at Terminal 3 from Bay 165 through 176 located within Port Miami. The purpose of the inspection was to collect remaining steel sheet pile thickness measurements at multiple elevations to assess the extent of section loss and rehabilitation efforts required for follow-on repair designs.

DESIGN AND CONSTRUCTION SERVICES FOR DESIGN AND CONSTRUCTION SERVICES FOR BLOUNT ISLAND STERN RAMP; *Jacksonville Port Authority, Florida; Program Engineer/Resident Inspector.* Mr. Templeton provided engineering and construction inspection services for a new 7,000-SF stern ramp pier used to support roll-on/roll-off loading and unloading operations at Jaxport's Blount Island Marine Terminal. The ramp was built directly adjacent to an existing berth, and was constructed from precast concrete pile caps, deck panels and a cast-in-place topping slab bearing on steel pipe piles.

FREDERICK MEEK, CBI | *Team Leader*

Mr. Meek serves as a team leader for Consor and has more than two decades of experience. He has performed NBIS routine, fracture critical, and underwater bridge inspections for clients nationwide and internationally. His responsibilities, among others, include report preparation and quality review. Mr. Meek currently serves as our St. Cloud office structural assessment lead and manages staff workloads, inspection planning, and our innovative sUAS (drone) teams. He is also the project manager for our inspection contracts with Florida's Turnpike Enterprise and FDOT District Three for state-owned bridges.

EXPERIENCE

22 years

CERTIFICATIONS

- FDOT Certified Bridge Inspector #00397
- Association of Diving Contractors International #13510 - Surface-supplied Air Diving Supervisor
- Essential Safety Solutions, Basic Flagger Safety, Basic MOT, and Permit Required Confined Space Entry
- FAA UAS Remote Pilot Certificate #3903410
- FAA sUAS Remote Pilot License #FA34HY3T3H

COURSES

- FHWA/NHI 130055, Safety Inspection of In-Service Bridges
- FHWA/NHI 130053, Bridge Inspection Refresher Training
- FHWA/NHI 130078, Fracture Critical Inspection Techniques for Steel Bridges
- FHWA/NHI 130087, Inspection and Maintenance of Ancillary Highway Structures
- FHWA/NHI 130091, Underwater Bridge Inspection
- FHWA/NHI 420018, Instructor Development Course
- FDOT National Bridge Element Training

KEY PROJECT EXPERIENCE

DISTRICTWIDE STATE BRIDGE INSPECTION CONTRACT; *FDOT – District Three; Project Manager/Team Leader/Diver.* Under a second task order based contract, Consor performs NBIS routine, fracture critical, and underwater safety inspections for state-owned bridges over a 60-month period in accordance with federal and state regulations. Additional services included non-destructive testing and post-storm assessments. Each inspection requires an engineering report and bridge load rating if applicable.

DISTRICTWIDE NBIS LOCAL GOVERNMENT BRIDGE INSPECTIONS AND SCOUR EVALUATION; *FDOT – District Three; Team Leader/Diver.* Under a third consecutive 48-month contract cycle, Consor is performing the NBIS inspection of more than 550 bridges in Florida DOT District Three. This districtwide local government bridge inspection contract includes NBIS routine, fracture critical, initial, interim, and special bridge inspections. The project also included underwater dive inspections, non-destructive testing, scour evaluations and analysis, load ratings, BrM report preparation, and emergency response. Communication and coordination for this project includes FDOT District Three and each local agency bridge owner.

INSPECTION OF OVERHEAD SIGNS, HIGH MAST LIGHT POLES, AND TRAFFIC SIGNAL MAST ARMS; *FDOT - District Two; Team Leader.* For three consecutive two-year cycles, Consor provided hands-on inspection of more than 950 overhead sign structures, 490 high mast light poles and 1,000 traffic signal mast arms in 18 counties throughout District Two. Each inspection required a written inspection report in Pontis format. The Pontis element notes provided a comprehensive description of all sign and pole deficiencies and stated probable causes of deficiencies, specified required corrective action, and contained an evaluation of corrective action performed since the last inspection.

DISTRICTWIDE NBIS LOCAL GOVERNMENT BRIDGE INSPECTIONS; *FDOT – District Two; Team Leader/Diver.* Consor was selected to perform two cycles of NBIS bridge inspection services for various local governments within the District, including numerous counties and cities. The contract included routine inspections of more than 670 bridges throughout 18 counties, including 14 bridges that required snooper and/or rope access inspection. Three bridges were fracture critical. Approximately 200 underwater inspections were also included, as well as 240 interim inspections due to low NBI ratings and/or bridge posting. An estimated 24 initial inspections and 30 load ratings were included in the project.

DISTRICTWIDE OVERHEAD SIGN INSPECTION; *FDOT - District Five; Team Leader.* Consor performed five consecutive two-year contract cycles for the inspection of more than 800 overhead signs throughout Central Florida. The project included traffic control for interstate highways. Non-destructive testing of welds was required to evaluate conditions at many sites. A detailed Pontis inspection report was prepared for each structure.

NBIS STRUCTURES INSPECTIONS AND LOAD RATINGS, NORTHERN SYSTEM; *Florida's Turnpike Enterprise; Team Leader.* Consor is performing an eighth two-year contract cycle of NBIS inspections on the Turnpike's northern system. Each cycle includes

FREDERICK MEEK, CBI | *Team Leader (continued)*

inspection of more than 400 bridges and culverts, 300 overhead sign structures, 200 high mast light poles, and up to 45 non-qualifying culverts. As part of this project, the firm provided the load rating of 236 simply supported structures, which was completed within an eight-month time frame. The superstructure types included AASHTO beams, cast-in-place concrete flat slabs, and prestressed concrete voided slabs. The load rating analyses were completed using the latest version of the SMART Bridge program (LRFR).

NBIS STRUCTURES INSPECTIONS, SOUTHERN SYSTEM; *Florida's Turnpike Enterprise; Team Leader/Diver.* As a subconsultant, Consor provided six two-year cycles of underwater inspection services as part of a routine NBIS bridge inspection contract on the south system of Florida's Turnpike. The project included more than 200 bridges and culverts. Seven of the culvert inspections required hazardous penetration dives in black water exceeding 150-ft. with an average inside diameter of 4 ft. A variety of diving techniques were used to perform the underwater inspections, including surface-supplied air and commercial SCUBA diving systems. Each inspection was based on the NBIS and followed all OSHA and FDOT guidelines with photographs and sketches provided as required.

STATE BRIDGE INSPECTION AND UNDERWATER INSPECTION; *FDOT – District Five; Team Leader/Diver.* Consor performs the underwater inspection of 250+ bridges districtwide utilizing both surface-supplied air and commercial SCUBA diving systems. The inspections include substructures, embankment bulkhead/retaining walls, fender systems, and channel bottoms. Confined space inspections with penetration diving is required. Consor prepares a detailed BrM engineering report with drawings and underwater photographs documenting existing conditions at each bridge. The inspections are based on the NBIS and documented in accordance with FDOT and FHWA guidelines. Prior to serving as prime consultant, Consor performed as a subconsultant for underwater inspections districtwide for four contract cycles.

USACE DIVING AND INSPECTION SERVICES; *US Army Corps Of Engineers; Team Leader/Diver.* From 2002 to 2007,Consor was contracted by the US Army Corps of Engineers (USACE) to provide diving inspection and construction services at culverts, canals, levees, locks, spillways, and waterfront structures. The firm was issued 22 task orders and typical projects included work at a pump station, inspection of spillway sheet piling and structural integrity, overall lock inspection, dewatering operations, and inspection and cleaning of spillway structures. Each inspection required an in-depth engineering report with CAD drawings. The firm received a national USACE safety award for diving operations. Project locations included:

- Pumping Station 319
- Moore Haven Lock and Spillway
- Canaveral Lock
- Franklin Lock and Spillway
- Herbert Hoover Dike
- Ortona Lock and Spillway
- The St. Lucie Lock

This contract was renewed for each of the available option years.

KENNEDY SPACE CENTER EMERGENCY INSPECTION - INDIAN RIVER BRIDGE; *NASA; Team Leader/Diver.* As a subconsultant, Consor performed four cycles of underwater inspections for fixed and movable bridges over the Intracoastal Waterway at the Kennedy Space Center as part of a routine bridge inspection contract with NASA. The inspection included the substructures, embankment bulkhead and fender systems. Infrastructure Engineers prepared a detailed engineering report with drawings and underwater photographs documenting existing conditions at each bridge. The inspection was based on the NBIS and documented in accordance with Florida DOT and FHWA guidelines.

WORLDWIDE IDIQ CONTRACT FOR NBIS BRIDGE INSPECTIONS; *US Navy; Team Leader.* Consor has performed three consecutive IDIQ contracts for NBIS inspection of bridges located throughout the US, Australia, Cuba, Spain, Guam, and Japan. This project included routine, fracture critical and underwater inspections. Each inspection required an engineering report describing the condition of the structure and recommending maintenance and repairs. The inspection reports included photographs, channel profile, load ratings, NBIS Inventory and Appraisal form, and cost estimate for repairs.

ASSET MANAGEMENT BRIDGE INSPECTION; *FDOT – District Four; Bridge Inspector.* As a subconsultant, Consor performed NBIS routine and underwater inspections of asset management bridges east of US 1 in southern Florida for the District. The project included more than 100 bridges. Detailed PONTIS engineering reports and photographic documentation were created for each structure.

CHRISTOPHER HOWARD, PE | *QA Manager/Structures QC Engineer*

Mr. Howard has extensive experience as a project manager and engineer-of-record for transportation projects within the State of Florida and other states. His expertise includes the design and preparation of contract plans and specifications for all types of fixed and movable bridge structures, NBIS inspections, rehabilitation/repair and widening designs of existing bridges, historic bridge rehabilitation studies and designs, bridge load ratings, culvert and retaining wall designs, miscellaneous roadway structure designs, and research projects for the firm. Mr. Howard was also a certified NHI Instructor for the FHWA-NHI-130053 Bridge Inspection Refresher Training, where he was recognized as an Instructor of Excellence.

EXPERIENCE

39 years

EDUCATION

Master of Science, Civil Engineering, New Jersey Institute of Technology, 1992

Bachelor of Science, Civil Engineering, University of the West Indies, 1983

REGISTRATION

Professional Engineer
FL #54161, GA, NJ, OK, PA, SC, TX, UT

COURSES

- FDOT – Long Range Estimating User Training
- FWHA/NHI – 130095B, Design and Fabrication of Curved and Skewed Steel Bridges
- FWHA/NHI – 130053, Bridge Inspection Refresher

SOFTWARE

- AutoCAD
- BAR7
- BARS-PC
- FB-MultiPier
- FDOT Structures Design
- Mathcad
- Microsoft Projects
- MicroStation
- PS3
- Smart Bridge Concrete
- STAAD.Pro
- TBAR

KEY PROJECT EXPERIENCE

SR 189 BRIDGE OVER FIVE MILE BAYOU IN OKALOOSA COUNTY; ***FDOT – District Three; Structures Engineer-of-Record.*** Consor provided the replacement design of two structurally deficient, tidally-influenced bridges and approach roadways on SR 189 in Okaloosa County. The design included a single-span, cast-in-place concrete flat slab superstructure with 18-in. prestressed concrete pile end bents, similar to the existing bridge. Concrete sheet pile walls in front of the end bents were used to provide support for the approach roadway fill and to maximize the channel opening for marine traffic. The project included complex traffic control and phased construction to maintain two lanes of vehicular traffic in each direction throughout construction.

DISTRICTWIDE BRIDGE REPAIR DESIGN; ***FDOT – District Three; Project Manager.*** Consor performs repair and rehabilitation design for various bridges and other structures under a districtwide bridge repair design contract. Elements of work include but are not limited to temporary traffic control design, design surveys, field assessments, rehabilitation and repair designs, experimental use of new products, rehabilitation studies and research, utility assistance, preparing preliminary construction cost and contract time estimates, and environmental permitting. Our task orders have included condition field assessments; steel superstructure and substructure painting; pile jacket installation; splash zone concrete pile protection; temporary traffic control; and infrared thermography scanning to assess existing deterioration in selected bridge decks.

HOWELL DRIVE OVER RIBAULT RIVER BRIDGE REPLACEMENT PD&E STUDY AND DESIGN; ***FDOT – District Two; Structures QC.*** Consor provided a PD&E study and subsequent roadway realignment and bridge replacement design for Bridge No. 724147 in Duval County, northwest of the City of Jacksonville. The two-lane roadway serves multiple schools and thus was converted to a two-lane urban typical section with bike lanes and over-sized sidewalks to account for the mix of pedestrian and bicycle users. Constructed in 1964, the existing 480-ft. bridge was comprised of 24 20-ft. long simple spans of 12-in. thick concrete flat slabs. The overall out-to-out bridge width is 36.7 ft., including two 14-ft. wide travel lanes, a 1.5-ft. wide raised curb on the west side next to a 1-ft. wide concrete traffic railing with a single steel bullet railing attached; and a 5.1-ft. wide raised sidewalk on the east side with a 1-ft. wide concrete post and rail traffic railing with chain link fencing attached to it. The new bridge and roadway approaches were set on a parallel alignment to the existing bridge allowing the use of the existing bridge in the multi-phase maintenance of traffic scheme. There were several unique aspects to this project, including column supported embankment and load transfer platform due to unsuitable soils at the begin bridge roadway approach, a special deck connection for the 16-in. stainless steel force main under-deck hangers, temporary work bridge, wetlands, unsuitable soil removal at the end bridge roadway approach, temporary critical sheet pile walls, MSE walls, stormwater trash and sediment removal device, and stormwater treatment ponds located at each end of the bridge in place of the existing roadway approaches. The four equal span, 480-ft. long new bridge consists of 54-in. Florida-I Beams, a cast-in-place deck supported by concrete pile bents, and 24-in. square prestressed, precast concrete piles.

CHRISTOPHER HOWARD, PE | *QA Manager/Structures QC Engineer (continued)*

HOAGLAND BOULEVARD SEGMENT TWO ROADWAY AND BRIDGE DESIGN; ***Osceola County, Florida; Structures QC Engineer.*** Consor was selected as the design consultant for this four-lane urban, new alignment project that included a 6-ft. sidewalk, an 8-ft. bicycle path, and a 302-ft., two-span bridge over the CSX Railroad. In the initial design survey phase, an undocumented eagle's nest was discovered in the center of the proposed alignment. The Consor team quickly performed a re-evaluation of the PD&E documents shifting the project alignment to avoid the eagle's nest. As the alignment shift occurred at the new bridge crossing the CSX Railroad, the design was analyzed for headlight impact to the eagle's nest and the nearby neighborhoods. The new alignment not only removed the impact to the residents and the eagle's nest, but it also reduced the right-of-way requirements and yielded a more cost-effective bridge configuration that resulted in approximately $1M in savings. The project was required to be completed within a 12-month schedule from study to final design to take advantage of state and federal funding. The $23M construction was completed in October 2020 - a full year ahead of schedule.

SR 21 (BLANDING BLVD) FROM CR 218 TO CR 220; ***FDOT – District Two; Structures QC.*** As a subconsultant, Consor provided structural design services for the replacement of the existing Bridge No. 710045 in Clay County, Florida southwest of the City of Jacksonville. Constructed in 1959 and generally oriented in an east-west direction, the existing 252-ft. bridge was comprised of six 42-ft. long simple spans of Type II AASHTO prestressed concrete beams and a cast-in-place concrete deck. The overall out-to-out bridge width was 29.1 ft. including two 12-ft. wide travel lanes and a 2.5-ft. raised safety curb with concrete parapet and aluminum pipe rail on either side. The substructure consisted of concrete bent caps supported by 18-in. square prestressed concrete piles. The overall new bridge width is 91.7 ft. carrying four 12-ft. traffic lanes (two in each direction) and 6.5-ft. raised sidewalks on both sides. The new bridge consists of three 94-ft. spans using 36-in. Florida I-Beams and a cast-in-place deck for a total bridge length of 282 ft. with 30-ft. approach slabs. It utilizes bent caps supported by 24-in. square prestressed concrete piles.

CR 510/85TH STREET FROM CR 512 TO WEST OF 82ND AVENUE; ***FDOT – District Four; Structures QC.*** Consor was selected for this two to four-lane capacity improvement project that will enhance transit and pedestrian/bicycle access and improve traffic operations and overall connectivity from CR 512 to 1,600 ft. west of 82nd Avenue in Indian River County. The 2.5-mile project is comprised of an urban and a suburban (high speed urban) typical section. Design services include curve geometry improvement; replacing an existing multi-span bridge; replacing five cross-drains and a 10-ft. x 8-ft. box culvert; converting strain poles to mast arms at five intersections; interconnect design, signing and marking upgrades; and intersection lighting. Drainage analysis and pond assessments are also part of the improvement effort. A unique design feature is the development of a five-bay bus hub along the berm of the proposed stormwater pond. This design also minimized the required right-of-way acquisition. Replacing the existing bridge over the Lateral D Canal required innovative thought to minimize water flow disruption in the canal during construction. Our team implemented the design of a unique three-sided box culvert instead of a double barrel 10-ft. x 17-ft. box culvert. The three-sided culvert will minimize impacts on the canal's water flow during construction and allows for construction with little impact on the water flow in the canal, which drains 20,000+ acres. Soils along the project are not ideal for roadbuilding. As such, the project includes an assortment of treatments, including removing unsuitable materials, installing geogrid, and developing anchor walls to provide the required stability.

ELLIS ROAD FROM JOHN RHODES BOULEVARD TO WICKHAM ROAD; ***Brevard County, Florida; Structures QC.*** As a subconsultant, Consor provided lighting, signal, and structural design services along with utility coordination for the two to four-lane capacity improvement of 1.8 miles of Ellis Road for Brevard County, Florida. We redesigned the existing two-lane rural roadway to accommodate a four-lane curb and gutter section to improve access to the Melbourne International Airport. Our firm also designed new lighting along the entire corridor as part of the project. Additionally, we designed new signals and interconnect plans for East Drive, Distribution Drive, Technology Drive, and a portion of Wickham Road, as well as approximately 375 ft. of structural retaining walls for critical areas along the roadway and drainage ponds. We provided extensive utility coordination with utilities along the corridor to ensure impacts from the proposed design were addressed and mitigated.

Michael Krecic, PE
Senior Coastal Engineer

Years of Experience: 28

Education:
- MS, 1995, Coastal and Oceanographic Engineering, University of Florida
- BS, 1993, Mathematics/Applied Physics, Marietta College

Professional Registrations/Affiliations:
- Professional Engineer, FL, 2001, No. 57509
- Professional Engineer, MS, 2006, No. 17411
- Professional Engineer, LA, 2008, No. 34065
- Professional Engineer, NY, 2012, No. 090705 (Inactive)
- Professional Engineer, TX, 2013, No. 113783
- Professional Engineer, Puerto Rico, 2008, No. 23210 (inactive)
- ASCE/COPRI, Member, Coastal Zone Management Committee
- Member, Florida Shore and Beach Preservation Association
- Member, American Shore and Beach Preservation Association

Professional History:

2013 – Present	Senior Engineer – INTERA Incorporated, Gainesville, FL
2012 – 2013	Senior Engineer – Ocean Engineering Associates, Inc., Gainesville, FL
2002 – 2012	Various positions, including Director of Coastal Engineering – Taylor Engineering, Inc., Jacksonville, FL
1999 – 2002	Coastal Engineer – MWH (formerly Harza Engineering Company), Chicago, IL
1996 – 1998	Staff Engineer – ALA Environmental, Inc., Gainesville, FL

Specialized Training & Software:
- ADCIRC+SWAN, AdH, MIKE21, SMS, ACES, GENESIS, SBEACH, EDUNE, HEC-RAS, CORMIX, PLUMES, CHAMP
- FES/FICE Leadership Institute

Michael Krecic has well over two decades of experience in coastal engineering, coastal processes, hydraulics, hydrology, circulation and mixing, statistics, and computer modeling. His project experience includes design of coastal structures (e.g., revetments, breakwaters, seawalls, and groins) and construction for urban waterfronts, marinas, and other projects; storm impact analyses for coastal development; beach nourishment for natural and manmade (pocket) beaches; shoreline management and feasibility studies; wave hindcast studies for open and interior water bodies; boat/ship wake and surge; bridge hydraulics studies and water quality studies for outfall discharges. He has worked on coastal projects in the Southeast U.S., the Caribbean, the Great Lakes, New York, Canada, and South America. Mr. Krecic has primarily served local, state, and federal clients, including the Texas General Land Office, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), U.S. Army Corps of Engineers (USACE) districts, Florida Inland Navigation District (FIND), Jupiter Inlet District, and numerous counties and municipalities.

Project Experience – Coastal Engineering

Times-Union Bulkhead Replacement, City of Jacksonville, FL. 2019. *Project Manager/Senior Engineer.* As a subcontractor, determined 25-, 50-, and 100-year hydrodynamic conditions (via ADCIRC and SWAN modeling) and provided scour depths, wave forces, and wave overtopping rates for bulkhead lining the north bank of the St. Johns River from near the Acosta Bridge to the Hyatt Regency hotel. While the conditions assessment included six segments (CSX, Times-Union, Jacksonville Landing, Main St. Bridge, Landing Parking Lot, and Coastline Drive), this contract only covered replacement of the Times-Union bulkhead.

Coastal Engineering Services for San Marco Riverfront Park Pier and Docks, City of Jacksonville, FL. 2018 – 2019. *Project Manager/Senior Engineer.* Determined wave and current conditions for five return periods for new fishing pier and flocking dock along the St. Johns River in the San Marco neighborhood. Assessed scour for the fishing pier and floating dock foundations.

Bridge Hydraulics Report for Replacing Coastline Drive and Liberty Street Bridges, City of Jacksonville, FL. 2016 – 2018. *Project Manager/Senior Engineer.* Developed bridge hydraulics reports for design-build project to replace two unique bridges (like piers), modeled hurricane storm surge and waves with ADCIRC+SWAN and calculated scour. Calculated wave forces on river-facing curtain wall.

St. Johns County SR A1A Revetment, Florida Department of Transportation - District 2, St. Johns County, FL. 2008 – 2010. *Project Manager/Senior Engineer.* Directed conceptual design and permitting of seawall along 3,000 feet of Intracoastal Waterway shoreline, which runs parallel to SR A1A, a major evacuation route near Matanzas Inlet. Work on this FDOT project included data collection and review, preliminary design, and permitting.

Michael Krecic, PE
Senior Coastal Engineer

Northside Generating Station Coastal Flood Protection and Levee Engineering, Jacksonville Electric Authority, Duval County, FL. 2009. *Senior Reviewer.* Provided technical guidance and quality control on coastal engineering components of multi-disciplinary feasibility study investigating risk of coastal flooding and potential means to protect power facility near St. Johns River mouth at Atlantic Ocean from coastal storm surge flooding. Coastal engineering components included storm surge and wave numerical modeling and wave runup and overtopping estimates.

Guana Tolomato Matanzas National Estuarine Research Reserve – Shell Bluff Revetment, Florida Department of Environmental Protection, St. Johns County, FL. 2007. *Project Manager/Senior Engineer.* Supervised/performed a feasibility study for developing an understanding of the coastal processes, assessing the area's natural resources, and assessing two shoreline stabilization alternatives (revetment and marsh restoration) to protect a historic (1800s) water well from falling into the Tolomato River (Intracoastal Waterway).

Avenida Menendez Seawall Restoration, St. Johns County, FL. 2003 – 2006. *Project Engineer.* Hindcasted waves based on historical winds at site with Sverdrup-Munk-Bretschneider (SMB) method, determined wave forces, and estimated wave runup and overtopping for proposed construction of a new seawall and promenade in front of a historical seawall for the City of St. Augustine along the Matanzas River. Additionally, performed analysis for exfiltration trench to handle rainfall runoff.

U.S. Army Corps of Engineers Model Certification Review of the Generation II Coastal Risk Model, Battelle Memorial Institute, FL. 2017 – 2018. *Project Manager/Coastal Engineering Subject Matter Expert.* Evaluated the technical quality, system quality, and usability of the Generation II Coastal Risk Model in accordance with USACE model certification/review guidelines. The desktop model analyzes non-sacrificial coastal protection systems (e.g., seawalls and bulkheads) in a risk-based life cycle context to help support the USACE in making decisions about proposed alternatives.

U.S. Federal Emergency Management Agency Coastal Map Update Technical Reviews, Pinellas County, Clearwater, FL. 2018 – 2020. *Senior Engineer.* Performed a map-by-map review of the preliminary Flood Insurance Rate Maps (FIRMs) that included characterizing the panels (e.g., general decrease/increase in base flood elevations), documenting map inconsistencies, and recommending specific areas in panels for detailed review. Leading detailed flood insurance study transect reviews and appeal preparations for three changes to preliminary maps based on better topographic and land use information.

US 1 Shoreline Stabilization Study, Florida Department of Transportation – District 5, Brevard County, Florida. 2021 – 2022. *Project Manager/Senior Engineer.* As subcontractor, led feasibility study to identify alternatives that address erosion occurring along an approximate 1.9-mile-long section of roadway embankment between US 1 and the Indian River Lagoon. Identified areas needing protection based on bank slopes steeper than design, distance from edge of pavement to shoreline, 50- and 100-year wave energies along the shoreline, and areas with existing shoreline protection. Examined alternatives included revetments, nearshore breakwaters, sills, and bulkheads constructed from a variety of materials. Based on feasibility-level resolution to three subjects: engineering design, environmental constraints, and project costs, WAD sills appear most appropriate.

Aquarium Wave Study, Clearwater Marine Aquarium, Clearwater, FL. 2017. *Project Manager/Senior Engineer.* Provided scour elevations and wave/current loads at the foundation elements of proposed design of three, multistory structures, including one pool building. Utilized existing ADCIRC model to determine currents on site and simulated waves with SWAN. Provided scour mitigation measures for mat foundation of pool building.

Dubois Park Redevelopment, Palm Beach County, FL. 2007 – 2009. *Senior Engineer/Engineer of Record.* Supervised design of rubble mound revetment, breakwaters (to protect a snorkeling area), and flushing studies for redevelopment of Dubois Park inside Jupiter Inlet. Project included permitting and final plans and specifications.

Flagler Drive Downtown Waterfront Seawall Replacement, City of West Palm Beach, FL. 2005. *Senior Engineer.* Hindcasted waves from historical winds and estimated 100-year wave-induced scour depth for proposed seawall rehabilitation along Intracoastal Waterway.

Philip Dompe, PE
Principal Engineer

Years of Experience: 33

Education:
- ME, 1993, Coastal and Oceanographic Engineering, University of Florida
- BS, 1989, Ocean Engineering, Florida Atlantic University

Professional Registrations/Affiliations:
- Professional Engineer, FL (Civil), 1999, No. 54571
- Professional Engineer, GA (Civil), 2016, No. 41310
- Professional Engineer, HI (Civil), 2020, No. 18950
- Professional Engineer, MS (Civil), 2005, No. 16899
- Professional Engineer, NC (Civil), 2009, No. 035135
- Member, American Society of Civil Engineers

Professional History:

2013 – Present	Principal Engineer – INTERA Incorporated, Gainesville, FL
2019 – Present	President – INTERA NC, PLLC, Raleigh, NC
2011 – 2013	President – Ocean Engineering International, LLC, Gainesville, FL
2004 – 2011	Senior Engineer – Ocean Engineering Associates, Inc., Gainesville, FL
1995 – 2004	Various positions including Director of Coastal Hydraulics – Taylor Engineering, Jacksonville, FL
1993 – 1995	Engineering Technician, Whitney Laboratory for Marine Bioscience, University of Florida, Marineland, FL

Specialized Training & Software:
- ADCIRC+SWAN, WAM, RMA2/RMA4, UNET, HEC-RAS

Phil Dompe has provided expertise in hydrodynamic modeling and coastal engineering more than three decades. This expertise includes one-dimensional (1D) and two-dimensional (2D) modeling of oceans, bays, inlets, manmade waterways, and other tidally-influenced water bodies to address waves, water quality, circulation, and sediment transport issues. His modeling experience includes application of ADCIRC+SWAN, WAM, RMA2/RMA4, UNET, HEC-RAS and other spreadsheet-based techniques. He also played an instrumental role in the development of the American Association of State Highway and Transportation Officials (AASHTO) Guide Specifications for Bridges Vulnerable to Waves Forces — guidance applied to bridges, recreational piers, and marina docks. Mr. Dompe also played an integral role in developing the levels of analysis for screening coastal structures' vulnerability to waves. He has applied these methods in Florida, North Carolina, and Louisiana. He has served as project manager/engineer of record on numerous design projects, including several design-build projects — most notably the $215 million Herbert C. Bonner Bridge across Oregon Inlet in North Carolina. In addition to his role as Principal Engineer, Phil Dompe also currently serves as the president of the companies North Carolina affiliate INTERA NC, PLLC.

Project Experience – Coastal Engineering

Mathews Bridge (SR 115) over the St. Johns River Scour Mitigation, Florida Department of Transportation - District 2, Jacksonville, FL. 2020. *Project Manager/Engineer of Record/Senior Engineer.* This project involved designing scour remediation for a scour critical pier. To achieve this, the project scope employed an existing calibrated 2D model of the area to obtain the design hydraulic data. Application of the HEC-23 armoring selection methodology identified riprap as the appropriate material for scour countermeasures. Details of the conceptual countermeasure design, including proposed dimensions and riprap size employed an existing calibrated two-dimensional model of the area to obtain the design hydraulic data and followed HEC-23 methodology to size the armor stone and the extents of the protection. The design was complicated by permitting constraints, requiring the use of partially grouted riprap and other modifications. In addition to project management responsibilities, extracted the design data, developed scour countermeasures, and authored the report.

I-10/I-95 Interchange Fuller Warren Bridge Widening over the St. Johns River, St. Johns County, FL. 2017. *Project Manager/Senior Engineer.* Engineer of Record for the bridge hydraulics report supporting the bridge widening design. Developed the design conditions by employing the ADCIRC+SWAN models, with boundary conditions that included FDOT surge hydrographs and wind scaled to the required return period events at the bridge location. Results of the modeling provided the hydrodynamic inputs to calculate scour at the bridge foundation, set low chord elevations, design abutment protection, and calculate wave forces. In addition to project management responsibilities, developed the hydraulic recommendation table and authored the bridge Hydraulics report. As the Engineer of Record, was responsible for controlling all technical aspects of the development of the hydraulic design conditions, the scour calculations, and the design of the shoreline and abutment protect.

Philip Dompe, PE
Principal Engineer

Civil and Structural Engineering Services, Jacksonville Port Authority, Florida. 2017. *Senior Engineer.* Provided QA/QC for a shoreline protection project along Wynn's Creek. The project involved stabilization of erosion hot spots threatening JAXPORT property.

Jacksonville Fishing Pier Forensic Analysis and Design Assistance, City of Jacksonville, FL. 2017 – 2018. *Project Manager/Senior Engineer.* Engineer of Record for the forensic analysis and design wave force loading supporting the replacement pier design. For the forensic analysis, developed and calibrated an ADCIRC+SWAN model to hindcasted Hurricane Matthew storm surge and wave conditions in Jacksonville Beach. Employed hindcast results to calculate the wave forces on the sub-structure and super-structure of the existing pier. Estimated the return period of Hurricane Matthew by comparing hindcast results to FEMA flood insurance study and USACE wave information studies (WIS) data. Developed wave crest elevations for various return periods to set the new pier low chord elevation. Documented the procedures and calculations to hindcast Hurricane Matthew and calculate wave forces in a report to the City of Jacksonville. For the design phase, assisted the City of Jacksonville in the selection of an appropriate return period for the design of the replacement pier. Based on the selected return period, wave forces on the proposed sub-structure and super-structure were developed.

Hurricane Matthew Hindcast, Confidential Client, GA, SC, and NC. 2016. *Project Manager/Senior Engineer.* Forensic evaluation of the structural modes of failures during a hurricane requires knowledge of the sequence of events that occur during the storm. Specifically, the client was interested in whether wind, storm surge, or wave loads caused the structure to fail. This project called for the recreation (hindcast) of those events and provide the data in a useful format. Developed a GIS application for the client to access the hindcast results. In addition to project management responsibilities, developed and calibrated three separate ADCIRC+SWAN models for Coastal Georgia, South Carolina, and North Carolina. Hindcasted Hurricane Matthew for each of the three states and authored the report describing model mesh development, model calibration, and hindcast results.

First Coast Outer Beltway over the St. Johns River, Florida Department of Transportation, St. Johns and Clay Counties, FL. 2014. *Project Manager.* Engineer of Record for the bridge hydraulics report supporting the PD&E Study. The project involved developing and calibrating an ADCIRC model of the St. Johns River, extending from the Atlantic Ocean to Lake George. The model simulated the 50-, 100-, and 500-year hydraulic design conditions associated with both rainfall runoff and hurricane surge events. Responsibilities also included the development, calibration, and the running of the ADCIRC model simulations, controlled all technical aspects of the scour calculations, and authored the report.

Dry Dock Permitting, Atlantic Marine, St. Johns County, FL. 2004. *Senior Engineer.* Generated and calibrated an RMA2 model of the Lower St. Johns River, extending from the 80-foot contour in the Atlantic Ocean to Buffalo Point in the St. Johns River, including Sisters Creek and the extensive marshes of the Timucuan Preserve. Established the impact of the proposed dry dock on sediment transport along the adjacent shorelines and provided the results to the USACE to support the permit.

SR A1A Matanzas River Bridges Project Development & Environment Study, Bridge Hydraulics Reports, Florida Department of Transportation - District 2, St Johns County, FL. 2002. *Project Manager/Senior Engineer.* This project required a solid understanding of coastal engineering to include the frequent overtopping of the barrier island that occurs directly adjacent to both bridges. This required dune erosion modeling to estimate the possible future topography. As a member of the PD&E study team, provided the hydraulic expertise to design the bridge opening. Provided technical oversight on all project aspects in addition to project management responsibilities.

Bridge of Lions Bridge Hydraulics Report, Florida Department of Transportation - District 2, St. Augustine, FL. 2000. *Project Manager/Senior Engineer.* In addition to project management responsibilities, constructed an RMA2 model mesh of St. Augustine Inlet and the surrounding estuary to evaluate hydraulic conditions during hurricane surge events and to predict pier scour.

SR 105 Sisters Creek Bridge Hydraulic Study, Florida Department of Transportation - District 2, Duval County, FL. 2000. Project *Manager/Senior Engineer.* In addition to project management responsibilities, constructed a model of creek and surrounding waterways and performed hydrodynamic simulations with the USACE model RMA2. Provided the required hydrodynamic results for estimating bridge scour.

Fort George Inlet Bridge Replacement, Florida Department of Transportation - District 2, Duval County, FL. 1999. *Project Engineer.* Evaluated stream stability in the Fort George River and Inlet to predict future conditions. Followed HEC-18 specifications to develop design scour conditions for the replacement bridge from 2D model results.

YEARS EXPERIENCE
16

EDUCATION
BSCE – Florida State University, 2007

LICENSES & CERTIFICATIONS
Florida Professional Engineer No.74679

Certified SmartPile EDC System (User ID #020FL0029-13)

PROFESSIONAL EXPERIENCE
Geotechnical & Materials Engineering

Design-Build Consultation

Construction Vibration and Noise Monitoring

Pre- and Post-Construction Settlement Evaluation

Pile Capacity Evaluation

Deep Foundation Design Consulting

Foundation Load Testing Consultation

Soil Improvement

Settlement Analysis and Monitoring

Slope Stability Analysis and Monitoring

BRETT HARBISON, P.E.
Senior Geotechnical Engineer

Brett has 16 years of field, laboratory, and geotechnical analysis experience on public and private projects throughout Florida. Brett has managed the entire geotechnical process which includes the planning, supervision of drilling, laboratory testing, analysis, and reporting for numerous Florida Department of Transportation projects both Design-Build and Bid-Build. He has provided dynamic load testing services using the Smartpile EDC System on numerous pre-stressed, pre-cast concrete driven piles on bridge foundation construction projects throughout Florida.

PROJECT EXPERIENCE

Multiple COJ Bulkhead Replacement Projects, Jacksonville, Florida
Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the cantilevered bulkhead replacements.

- Greenscape Celebration Park Bulkhead Replacement
- Van Wert Avenue Bulkhead Replacement
- Hamilton St Bulkhead Replacement
- Woodmere Street Bulkhead Replacement
- Gaye Avenue Bulkhead Replacement
- Riverfront Park Bulkhead Replacement,
- Saxony Woods Lane Bulkhead Replacement

Northbank Riverwalk Bulkhead Replacement – Times Union Segment, Jacksonville, Florida
Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the bulkhead replacement. This segment of bulkhead replacement was designed as an anchored bulkhead and is 650 feet long.

Northbank Riverwalk Bulkhead Replacement – Jax Landing Segment, Jacksonville, Florida
Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the bulkhead replacement. This segment of bulkhead replacement was designed as an anchored bulkhead. The project was divided into 3 segments: Jacksonville Landing Segment, Main Street Bridge Segment, and Jacksonville Landing Parking Lot Segment. The lengths of bulkhead for these segments are approximately 857, 80, and 286 feet in length, respectively for a total of 1,223 feet.

Ocearch Dock Final Design, Jacksonville, Florida
Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the docks totaling approximately 1,320 linear feet (South dock is 670 LF, Ocearch dock is 285 LF, and the North dock is 365 LF). Each dock includes a ramp that provides access from land for loading access. The ramps are approximately 100 LF long and vary in width. The docks are supported by square precast pre-stressed concrete piles.

City of Jacksonville (COJ) Southbank Riverwalk, Jacksonville, Florida
Geotechnical Engineer responsible for coordinating the geotechnical exploration for the new elevated boardwalk approximately 1,200 feet long along the Southbank Riverwalk in downtown Jacksonville. The boardwalk will be supported on deep foundations consisting of 24-inch square precast pre-stressed driven piles for the water section and non-redundant 36-inch drilled shafts for the land section.

Multiple COJ Dock Replacement Projects, Jacksonville, Florida
Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the dock projects which were constructed on concrete driven piles.

- Post Street Floating Dock
- Palm Boat Ramp and Docks
- Jax Zoo Docks
- Riverview Park Boat Ramp and Docks

DON JOHNSON, JR., PSM

Sr. Project Manager | SAM | don.johnson@sam.biz

Professional Biography

Mr. Johnson has worked in the survey industry for over 38 years. Throughout his career, he has successfully managed a wide variety of projects across the State of Florida and has coordinated with a diverse client base, including the United States Navy, JEA, Jacksonville Port Authority, Jacksonville Airport Authority, Clay County, the City of Jacksonville, the US Army Corps of Engineers, CSX, FDOT, and many other State and Local Government Agencies. He began his surveying career with the City of Jacksonville, where he progressed through the ranks becoming the GPS Coordinator for the City. In 1999, he stepped into the private sector working as a Professional Surveyor and Mapper for 23 years and then opening his own firm, Johnson Surveying and Mapping, in 2011. In August 2021, he joined SAM, the nation's leading provider of geospatial and construction services.

LOCATION
Jacksonville, FL

PROFESSIONAL LICENSES
Professional Surveyor and Mapper:
Florida PSM No. 5613
Alabama No. 29092
Tennessee No. 2732

YEARS OF EXPERIENCE 38

Select Project Experience

City of Jacksonville | Emerald Trail Segment 2 | Jacksonville, FL
Mr. Johnson acted as Contract Manager for an ongoing 30-mile bicycle/pedestrian trail and linear park system. Services on this project involved a topographic survey along the route and mapping of Underground Utility Locates.

City of Jacksonville | McCoy's Creek Restoration Design Project | Jacksonville, FL
This City project addressed flooding and restoration of the natural environment by providing storm water management, trails and park improvements to the area. As Contract Manager, Mr. Johnson managed a boundary surveys, Right-of-Way Control, Topographic surveying, tree surveys, and underground utility location.

City of Jacksonville | Northbank Bulkhead Replacement Project | Jacksonville, FL
As Contract Manager, Mr. Johnson oversaw all services on this project, including a topographic survey along the route and mapping of Underground Utility Locates. All Right-of-Ways, property lines, and easements were located along with all surface and subsurface features. Preparation of all of the new easements and temporary construction easements needed for this project

Shindler Road Plat | Duval County, FL
This 9.6 acre project was comprised of boundary and topographic surveys, including a tree survey. As Contract Manager, Mr. Johnson oversaw the preparation of plats for permitting and final preparation of plat.

Aerial Imagery Updates | Duval County, FL
This project required ground control for locations throughout all of Duval County for updates to the County GIS site.

JEA | Circuit 663 Rebuild Project | Duval County, FL
The scope of work encompassed approximately 33,000' of Transmission Corridor. Boundary Surveys of wetlands, mapping of subsurface utility locations and pole stake out services were included, approximately 50 temporary construction easements prepared, including Submerged Land Lease easements requiring FDOT coordination.

JEA | Cedar Point Reconductor | Duval County, FL
This project comprised of field surveying to locate delineated wetlands, provide staking for poles and preparation of easements along the route, including a Submerged Land Lease easement requiring FDOT coordination.

Riverplace Blvd. Bicycle and Pedestrian Improvement Project | Duval County, FL
This project required a topographic survey along Riverplace Blvd between Main St and Prudential Drive. Mr. Johnson managed the preparation of temporary construction easements along the route, as needed.

85 Acre Jones Rd. Plat | Duval County, FL
This project comprised of boundary and topographic surveys including trees and wetlands. As Contract Manager, Mr. Johnson oversaw the preparation of plat for permitting and final preparation of plat.

5 Solar Farm Sites | Duval County, FL
This project comprised of boundary and topographic surveys utilizing aerial LiDAR and tree height surveys of approximately 7,000 acres.

JEA Nocatee Substation, St. Johns County, FL
As Contract Manager, Mr. Johnson oversaw all services on this project, including a boundary survey, topographic survey, and underground utility locating, as well as establishment of site benchmarks and control.

JEA | Park and King Substation | Duval County, FL
The scope of work on this substation project includes a boundary survey for the proposed site including determining the adjacent right-of-ways, alley ways and substation. A topographic survey and mapping of subsurface utility locations was also included.

Yellow Bluff Road | Duval County, FL
The project area included 120 acre parcel with approximately 16,000' of wetlands. As Contract Manager, Mr. Johnson oversaw a specific purpose survey to locate and map wetland sas delineated by the environmental firm.

Marsh Landing Country Club | St. Johns County, FL
This project involved a topographic survey of ponds for a golf course to show bulkheads, headwalls, docks, spillways, cart paths, bridges across the ponds, main drain pipes for each pond and trees within the bank along with cross- sections on each pond to aid in building a 3D surface for the pond bottom.

Metro-Rooter | Various As-built Surveys, Duval County, FL
This project encompassed the completion of an as-built survey for new Lift Stations tied into the City system to be submitted to JEA for approval.

Jacksonville Zoo Living Shoreline Survey | Jacksonville, FL
The scope of work included a survey of approximately 200 feet of shoreline marking Mean High Water and Mean Low Water.

JEA | JEA Transmission Lines ongoing with Trees Inc. | Northeast Florida
This project included mapping of easement boundary lines throughout the entire JEA System.

U.S. Highway 90 | Escambia County, FL
The purpose of this survey was to show the relationship between CSX Transportation, Inc. and the right-of-way of U.S. Highway 90.

Clay Electric Cooperative | Branan Field/Chaffee Rd. | Clay County, FL
As Contract Manager, Mr. Johnson oversaw a topographic survey that was required for the Clay Electric Cooperative project.

Herlong Recreational Airport | Jacksonville, FL
As Contract Manager, Mr. Johnson oversaw stake out and an as-built survey for Taxiway lights and signs.

KEITH BOUFFARD, PLS

Staff Surveyor | SAM | keith.bouffard@sam.biz

Professional Biography

Mr. Bouffard has over 40 years of experience in surveying. He has worked exclusively with public sector clients, including Federal, State, County and City municipalities. In this capacity, he supervises survey personnel, manages client communications, performs marketing and manages survey projects. Mr. Bouffard also works to ensure that adequate resources are available, that the product has been through the quality control process, steps in as needed to resolve any critical issues and to ensure the client is satisfied.

LOCATION
Jacksonville, FL

PROFESSIONAL LICENSES
Professional Land Surveyor
Florida No. 5172

YEARS OF EXPERIENCE
40+

Select Project Experience

East Palatka Water System Phase 1 | Putnam County, FL
As Survey Manager, Mr. Bouffard managed work for construction layout and as-builts for 26 miles of pipeline and a water treatment facility that were part of this project. Real-Time Kinematic was used to set 150 horizontal and 100 vertical control points for this project.

Pinellas Recreational Trail | Pinellas County, FL
As Project Surveyor, Mr. Bouffard worked on right-of-way maps, boundary, jurisdictional, and design and control surveys on 52 miles of an old railroad right-of-way that was converted to a recreational trail.

River City Marketplace | Duval County, FL
Mr. Bouffard worked as Survey Manager on a 471-acre multi-use site near Jacksonville International Airport. This project included boundary, jurisdictional, and design surveys, as well as construction layout and as-builts and involved roughly 200 different legal descriptions and sketches.

Davis to Wheeler 230kV Transmission Line | Hillsborough County, FL
The scope of work included photogrammetric control survey, boundary retracement on 90+ TECO owned parcels, jurisdictional and tree surveys, along with locating gopher turtle and eagle nests. The work also included the preparation of legal descriptions and sketches and construction staking on this 13-mile route, crossing six (6) FDOT right-of-ways (I-75, US 301, I-4, US 92, SR 574 and SR 579), a SWFWMD canal, and a CSX railroad right-of-way.

City of Saint Augustine/Sebastian Cove | St. Johns County, FL
This project included horizontal and vertical control surveys, as well as construction staking on a 7.5 mile, 12”- 20” force main along SR 16 that ran east from Stratton Blvd.

Keene Road | Pinellas County, FL
On this 4-mile route, Mr. Bouffard oversaw right-of-way maps, control, design, and jurisdictional surveys, as well as different legal descriptions and sketches for right-of-way purchase and easements.

Circuit 66026 Yukon Tap Loop | Hillsborough County, FL
Mr. Bouffard worked as Survey Manager on this project, which consisted of right-of-way maps and terrestrial scanning (LiDAR) of all topographic features, including tree canopies and existing wire connection information along N. Mulberry Street; E. Waters Avenue; N 15th Street and E. Yukon Street for this 0.7-mile route. Terrestrial scanning was also utilized to locate all improvements and wire connections within the existing Yukon substation.

Circuit 66020 Habana to Juneau | Hillsborough County, FL
For this 0.4-mile route, Mr. Bouffard acted as Survey Manager for right-of-way maps and terrestrial scanning (LiDAR) of all topographic features, including tree canopies and existing cable connection information, were created along N. Habana Avenue from Lorraine Avenue to W. Bird Street, and then east to N. St. Peter Avenue.

SCOTT BOROWSKI, PLS

Survey Project Manager | SAM | scott.borowski@sam.biz

Professional Biography

Mr. Borowski has over 41 years of experience in surveying. His background is in public and private sector clients, including Federal, State, County and City municipalities and Federal and State Transportation Departments. In this capacity, he supervises survey personnel, manages client communications, performs marketing and manages survey projects. Mr. Borowski also works to ensure that adequate resources are available, that the product has been through the quality control process, steps in as needed to resolve any critical issues, and ensures the client is satisfied.

LOCATION
Jacksonville, FL

PROFESSIONAL LICENSES
Professional Land Surveyor
Virginia No. 2665

YEARS OF EXPERIENCE 41+

Select Project Experience

Tributary | Nassau County, FL
As Survey Project Manager, Mr. Borowski managed platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 5 phases comprised of 638 lots and tracts.

Nassau Station | Nassau County, FL
Mr. Borowski handled platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 102 lots and tracts on this project.

Concourse Crossing | Nassau County, FL
As Survey Project Manager, Mr. Borowski managed platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 3 Phases comprised of 318 lots and tracts.

Winchester Ridge | Nassau County, FL
Mr. Borowski managed platting, Boundary Surveys, Topographic Surveys, SJWMD Conservation Easements, and Construction plans for 5 Phases comprised of 407 lots and tracts.

FHA | Various Counties, Louisiana, Maryland and Virginia
As Survey Project Manager, Mr. Borowski managed Right-of-Way, Boundary, aerial mapping control, and topographic surveys. This project consisted of survey mapping, for the Federal Highway Administration at multiple sites.

Department of Defense | Various Counties in 17 States
As Survey Project Manager, Mr. Borowski managed control, aerial mapping control, and topographic surveys. This project consisted of survey mapping, for the Department of Defense at multiple sites.

VDOT | Interstate 95 | Various Counties, Virginia
As Survey Project Manager, Mr. Borowski managed control, Right-of-Way, aerial mapping control, construction, and topographic surveys. This project consisted of survey mapping services for the Virginia Department of Transportation at multiple sites.

VDOT | Interstate 81 | Various Counties, Virginia
As Survey Project Manager, Mr. Borowski managed control, Right-of-Way, aerial mapping control, construction, and topographic surveys. This project consisted of survey mapping services for the Virginia Department of Transportation at multiple sites.

Gary K. Howalt, PWS

SENIOR SCIENTIFIC CONSULTANT/SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Gary has over 45 years of diverse technical and project management experience in environmental assessment programs, including 35 years with Terracon Consultants, Inc. His experience includes the collection and analysis of biological materials, water quality and quantity, and sediment samples from a variety of freshwater, estuarine, and marine environments; wildlife habitat analysis; and wetlands and endangered species ecology and permitting. He has performed the ecological assessments needed to identify development potential and constraints to development for a variety of port, industrial, public and private utility, commercial, residential and highway projects. He also assists in designing, implementing, and monitoring mitigation plans to create wetlands and the restoration of native habitats. In addition, Mr. Howalt negotiates and coordinates activities with the various federal, state and local environmental agency representatives during his permitting efforts. He has been involved in various wildlife reports and field surveys for protected species on projects that require permitting and coordination with federal, state and local wildlife agencies for biological opinions and permitting regarding endangered, threatened and other protected species. His responsibilities extend to the management of interdisciplinary projects, assigning and supervising personnel performing environmental services, client liaison, and participation in agency hearings and workshops.

PROJECT EXPERIENCE

Port of Fernandina Ship Berth Maintenance Dredging Project, Fernandina Beach, Nassau County, FL
Environmental permitting

Canaveral Port Authority – Multimodal Terminal, Brevard County, FL
Environmental feasibility assessment of a barge rail terminal

Canaveral Port Authority – SR 528 Rail Corridor Study, Brevard County, FL
Wetland and endangered species assessment

Port Canaveral, Brevard County, FL
Feasibility assessment of rail alignment through the Kennedy Space Center to Port Canaveral and environmental impact assessment

Canaveral Port Authority SR524 Parcel, Brevard Crossing, Brevard County, FL
Ecological due diligence

JAXPORT Intermodal Container Transfer Facility, Duval County, FL
Environmental permitting, gopher tortoise assessment and permitting, historic gun range cleanup

JAXPORT Dames Point Marine Terminal, Duval County, FL
TraPac stormwater pond littoral shelf planting design and monitoring

JAXPORT Buck Island Toe Dike Construction, Duval County, FL
Formal wetland delineation and coordination with the Florida Department of Environmental Protection

City of Jacksonville, Department of Parks, Recreation and Entertainment, Duval County, FL
Wetland assessment, master planning, permitting and mitigation plan development

Black Creek Water Resource Development Project, St. Johns River Water Management District, Clay County, FL
Wetland assessment, delineation and permitting, endangered/threatened species surveys

EDUCATION

Bachelor of Science, Biology, University of South Florida, 1977

AFFILIATIONS

American Water Resources Association
Florida Section American Water Resources Association
Society of Wetland Scientists
Florida Engineering Society

CERTIFICATIONS

Certified Wetland Delineator, ACOE
Professional Wetland Scientist, PWS
Certified SCUBA Diver
FDEP Field Sampling Training Course for Groundwater/Soil, Surface Water, Wastewater, Sediment, Ultra-trace Metals, and Biology/Habitat
Health & Safety Training Course for Hazardous Waste Sites – 40 hours OSHA Program

YEARS OF EXPERIENCE

45

YEARS AT FIRM

35

Gary K. Howalt, PWS (continued)

SENIOR SCIENTIFIC CONSULTANT/SENIOR PRINCIPAL

Levy Nuclear Plant, Levy, Citrus, Marion, Pasco, Hernando, Pinellas Counties, FL
Wetland mitigation plan

Norfolk Southern Corporation Railroad Y-track Addition and Railroad Track Extension, Westlake Industrial Park, Duval County, FL
Environmental assessment and permitting

JEA, Environmental Consulting Services, Duval County, FL
Wetland assessment and permitting, endangered/threatened species surveys, permitting and relocation

Florida Power and Light Company, Environmental Consulting Services Statewide, Juno Beach, Palm Beach County, FL
Wetland assessment and permitting, endangered/threatened species surveys

State Road 9B Design-Build Project, Florida Department of Transportation, Duval County, FL
Environmental assessment, permitting, and mitigation design and monitoring

San Sebastian Bridge Replacement Design-Build Project, Florida Department of Transportation, Duval County, FL
Environmental assessment, permitting and mitigation design and monitoring

County Road 210 and Highway 1 Interchange Design-Build Project, Florida Department of Transportation, Duval County, FL
Environmental assessment and permitting

Port of Fernandina Expansion Project, Fernandina Beach, Nassau County, FL
Environmental permitting, mitigation plan development and implementation

Jacksonville Petroleum Offloading Facility, Duval County, FL
Environmental due diligence assessment

San Sebastian Harbor Marina, St. Johns County, FL
Environmental assessment and permitting

St. Johns Mitigation Bank, St. Johns County, FL
Wetland mitigation bank design and permitting

Tronox Saltmarsh Mitigation Bank, Savannah, GA
Wetland mitigation bank feasibility study, permitting, construction supervision and monitoring

Northeast Florida Wetland Mitigation Bank, Duval County, FL
Wetland mitigation bank feasibility study, permitting, construction supervision and monitoring

Julington Creek Marina Expansion, Duval County, FL
Environmental permitting

Dames Point Marina, Duval County, FL
Environmental assessment and permitting

Fort George Island Marina, Duval County, FL
Environmental assessment and permitting

Sisters Creek Marina, Duval County, FL
Wetland delineation, master planning and permitting for dock improvements, boat ramp expansion, parking and picnic area

Craig Jacobs

Senior Scientist

PROFESSIONAL EXPERIENCE

Craig is a forester/ecologist with experience in wetland delineation, environmental permitting, dock permitting, environmental site assessments, threatened and endangered species surveying and general environmental consulting. Craig has over 23 years of experience in environmental consulting, his job duties include coordinating with Federal, State, and local regulators, assisting with all aspects of site development and permitting, conducting field studies, conducting NPDES site inspections, and site-specific wetland delineations. Craig is also experienced in utilizing GPS and GIS to spatially analyze environmental project elements. As a consultant, Craig has worked closely with commercial developers, city and county planners and private landowners within seven states.

PROJECT EXPERIENCE

Oconee Nuclear Station – Oconee Country, SC
Team lead for wetland delineations and listed species surveys within the station's property boundaries. Obtained the Duke Energy safety certification for onsite contractors.

Brunswick Nuclear Plant – Brunswick County, NC
Team lead for wetland delineations and listed species surveys within the station's property boundaries. Obtained the Duke Energy safety certification for onsite contractors

Jocassee Pumped Storage Plant – Pickens County, NC
Team lead for wetland delineations and listed species surveys within the station's property boundaries. Obtained the Duke Energy safety certification for onsite contractors

U.S. Department of Agriculture/Natural Resource Conservation Service – Santa Rosa, Hillsborough, Suwanee, and Columbia Counties, FL
Certified field expert by USDA in order to conduct field data collection for the Food Security Act Wetland Determinations across the state of Florida.

Atlantic Ocean – St. Marys and Brunswick Arrays, GA
Northern Right Whale passive acoustics study for several ACOE Section 10 Marina permits, involved with the acoustic buoy setup, deployment, and data analysis of location and migration patterns.

Crossroads Business Park – Chatham County, GA
Supervised and conducted the onsite mitigation monitoring for this 1,400-acre industrial park. Supervision tasks included: installation, maintenance, data collection, and hydraulic conductivity testing for surficial hydrological investigations.

EDUCATION
Bachelor of Science, Natural Resources, North Carolina State University, 1998

YEARS EXPERIENCE 23

REGISTRATIONS
Registered Professional Geologist: Georgia No. 1143, Florida No. 2720

CERTIFICATIONS
Qualified Level 1A Personnel NPDES
Graduate of NCSU's Basic Process in Hydric Soils
Graduate of NCSU's Advanced Problems in Hydric Soil Evaluation
Certified Master Tree Farmer, Georgia
Certified Prescribed Burning Implementation, Georgia Forestry Commission
Certified Environmental Educator, Project Learning Tree
PADI Certified Open Water SCUBA Diver

AFFILIATIONS
Project Learning Tree
Habitat for Humanity
Coastal Conservation Association
Society of American Military Engineers
U.S. Green Building Council

Craig Jacobs (continued)

SEDA Development/HWY 17 Offramps – Hutchinson Island, Chatham County, GA
Supervised and conducted the onsite mitigation monitoring for the installation of the Talmadge Bridge HWY 17 off/on ramps. Tasks included: installation, maintenance, data collection, and hydraulic conductivity testing for surficial hydrological investigations.

JCB Heavy Equipment – Chatham County, GA
Supervised and conducted the onsite mitigation monitoring for this equipment manufacturing plant and testing grounds. Tasks included: installation, maintenance, data collection, and hydraulic conductivity testing for surficial hydrological investigations.

PAWS Wildlife Park – Glynn County GA
Supervised and conducted the onsite mitigation monitoring of this undeveloped site that included a heavily degraded wetland that had been drained by a historic barge canal. Tasks included: installation, maintenance, data collection, and hydraulic conductivity testing for surficial hydrological investigations.

Sea Island Company, St. Simons Island – Glynn County, GA
Mitigation site monitoring – installation, maintenance, data collection, and hydraulic conductivity testing for surficial hydrological investigations

Broadhurst Landfill Expansion – Wayne County, GA
100-acre wetland impact permit, extensive agency coordination

Loves Travel Stop Site – Polk County, FL
Threatened/endangered species – blue-tailed mole skink survey

Mayo Clinic Utility Easement – Duval County, FL
Threatened/endangered species – gopher tortoise surveys

Cumberland Harbor Development Site – Camden County, GA
Threatened/endangered species – eastern indigo snake surveys

Satilla River Landing – Camden County, GA
Threatened/endangered species – gopher tortoise surveys

Genesis Point – Bryan County, GA
Threatened/endangered species – red-cockaded woodpecker surveys

Winding River Development – Camden County, GA
Threatened/endangered species – red-cockaded woodpecker surveys, gopher tortoise surveys

RiverPlace – Camden County, GA
Threatened/endangered species – red-cockaded woodpecker surveys, gopher tortoise surveys

04 Other Information

04 Other Information

Our Partners

We have assembled a highly qualified team with unsurpassed technical expertise and experience in port and maritime facilities. HDR will be the prime design consultant, supported by the specialty subconsultants listed:

ARC SURVEYING & MAPPING

Arc is a multi-disciplined company with an office in Jacksonville, Florida. Since 1986, Arc has helped public and private sector clients to achieve their goals by providing accurate, reliable, cost effective topographic, hydrographic, geophysical, 3D Terrestrial Laser Scanning and UAV surveys. Arc is especially proficient with surveys that require quick turnaround, such as large earthwork construction, dredging and navigation projects. Similar projects include:

- City of Jacksonville, Northbank Bulkhead Rehabilitation
- City of Jacksonville, Coastline Drive/ Liberty Street Bridge Replacement
- Jacksonville Port Authority, GEC - Civil, Marine, Environmental

CONSOR

Consor Engineers, LLC is a consulting firm specializing in water and transportation infrastructure. Our core services cover planning, design, structural assessment, construction management, and strategic communications. Recent similar projects include:

- Port Everglades, Slip 1 Expansion
- USCG, Major ATON Inspections at Various Districts
- North Charleston Terminal, Wharf Repairs
- FDOT D3, Districtwide Government Bridge Inspections – Routine, Fracture Critical, Underwater
- FDOT D2, Districtwide Local Government Bridge and Overhead Sign Inspections
- FDOT D5, Districtwide State Bridge, Underwater, and Overhead Sign Inspections
- FDOT Turnpike Structures Inspections and Load Ratings

INTERA

INTERA has developed an international reputation as a multidisciplinary geosciences and engineering firm focused on support to develop, manage, and protect coastal, water, and environmental resources. An 100% employee-owned company, INTERA currently has over 200 engineers, scientists, and support staff, including six Florida-based coastal engineers. INTERA's similar project experience includes:

- City of Jacksonville, Times-Union Bulkhead Replacement
- City of Jacksonville, Coastal Engineering Services for San Marco Riverfront Park Pier and Docks
- City of Jacksonville, Coastline Drive/ Liberty Street Bridge Replacement
- City of Jacksonville, Fishing Pier Forensic Analysis and Design Assistance
- FDOT D2, St. Johns County SR A1A Revetment along the Intracoastal Waterway
- FDOT D2, Mathews Bridge (SR 115) over the St. Johns River Scour Mitigation
- FDOT D2, SR 105 Sisters Creek Bridge Hydraulic Study
- FDOT D5, US 1 Shoreline Stabilization along the Indian River Lagoon
- FDOT D2, I-10/I-95 Interchange Fuller Warren Bridge Widening
- Jacksonville Port Authority, Wynn's Creek Shoreline Protection Analysis
- City of Sarasota, Boulevard of the Arts Living Shoreline and Shoreline Protection Design
- City of Fort Lauderdale, Seawall Master Plan Development

MESKEL & ASSOCIATES

Meskel & Associates Engineering (MAE) is a geosciences firm supporting the AEC industry through innovative and practical solutions. MAE offers geotechnical engineering, hydrogeology, environmental consulting, construction materials testing, and engineering inspection services, aiding projects from start to finish. Similar recent projects include:

- COJ Southbank Riverwalk Extension
- COJ Northbank Bulkhead Repairs – JAX Landing Segment
- COJ Mayport Docks Redevelopment
- COJ Misc. Docks
- St. Johns River Floating Dock Relocation
- Arlington Lions Club Fishing Pier
- Arlington Lions Club Boardwalk
- Jim King Boardwalk
- COJ Miscellaneous Park Improvements
- COJ Riverfront Park Bulkhead Replacement
- COJ Hamilton Street Bulkhead Replacement
- St. Johns Boat Landing Dock Inspections
- COJ Southbank Riverwalk Floating Dock

SURVEYING & MAPPING, LLC (SAM)

Founded in 1994, SAM has been dedicated to delivering quality, client-based solutions using the latest technology to deliver precision geospatial solutions and offers a complete suite of geospatial solutions including land surveying, hydrographic surveying, aerial mapping and photogrammetry, SUE, utility coordination (UC), airborne, mobile, and terrestrial LiDAR, UAS, GIS and BIM services across North America. Doing business in Florida as SAM Surveying And Mapping, LLC, SAM has five offices across the state. Similar projects include:

- City of Jacksonville, Northbank Bulkhead Replacement Project
- City of Jacksonville, Emerald Trail Segment 2
- City of Jacksonville, McCoy's Creek Restoration Design
- Aerial Imagery Updates
- JEA, Circuit 663 Rebuild Project
- JEA, Cedar Point Reconductor
- Riverplace Blvd. Bicycle and Pedestrian Improvement Project
- JEA, Nocatee Substation
- JEA, Park and King Substation
- Clay Electric Cooperative, Branan Field/Chaffee Road
- Jacksonville Zoo Living Shoreline Survey

TERRACON

Terracon has grown and evolved to become a thriving, employee-owned, multidiscipline engineering consulting firm with more than 5,000 curious minds including engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 175 locations nationwide.
Terracon has provided extensive permitting services and agency coordination, including Environmental Resource Permits from St. Johns River Water Management District (SJRWMD) or FDEP, sovereign submerged land lease from FDEP, Section 10 permit from U.S. Army Corps of Environmental Protection (ACOE) and protected species coordination for manatees, smalltooth sawfish and sturgeon with U.S. Fish and Wildlife Service (FWS), National Marine Fisheries Service (NMFS) and Florida Fish and Wildlife Conservation Commission (FWC) for the following port, marina, bulkhead and docking facilities:

- Port of Fernandina
- JAXPORT
- Port Canaveral
- City of Jacksonville Northbank Bulkhead Replacement
- Rivers Edge Bulkhead Replacement
- Palm Cove Marina
- City of Jacksonville Downtown Floating Docks
- City of Jacksonville Exchange Island
- City of Jacksonville Sister Creek Marina
- Marina San Pablo
- Dames Point Marina
- Ancient City Marina
- Julington Creek Marina
- RiverTown Marina
- OTAK Marina
- Fort George Island Marina
- Edgewater Marina

05 City Exhibits A-I

TAB 5

05 City Exhibits A-I

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Scott Ennis, PE

Federal Taxpayer ID: 47-0680568

Mailing Address: 76 S. Laura Street, Suite 1600

City, State, & Zip Code: Jacksonville, FL 32202

Telephone: 904.598.8900 **Fax:** 904.598.8988

Email: Scott.Ennis@hdrinc.com

Submitted By: HDR Engineering, Inc.

Title: Project Manager

Accounting Contact:

Name: Mary Jane Encarnacion **Title:** Project Accountant

Email Address: MaryJane.Encarnacion@hdrinc.com **Phone:** 904.598.8900

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

2. This sworn statement is submitted by (entity) HDR Engineering, Inc. whose business address is 76 S Laura Street, Suite 1600, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 47-0680568 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Melanie E. Fowler and my relationship to the entity named above is Vice 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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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.)

Melanie Fowler 02/06/2023
Signature Date:
Melanie E. Fowler, Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, Melanie E. Fowler who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of February, 2023, and is personally known to me, ~~or has provided~~ _____ as ~~identification.~~

Michelle Pardo
Notary Public
My Commission expires: 09/22/2024

MICHELLE J. PARDO
Commission # HH 045144
Expires September 22, 2024
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: HDR Engineering, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32202

SIGNATURE: Melanie Fowler PHONE: 904.598.8900

NAME (TYPED OR PRINTED): Melanie E. Fowler TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Engineering & Design and Permitting Assistance for a resiliency waterfront bulkhead system along the Amelia River Waterfront.

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Melanie E. Fowler / HDR Engineering, Inc.

Authorized Signature: Melanie Fowler

Title: Vice President

Date: 02/06/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AN DESIGN

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

The undersigned, as an employee or agent of the Proposer, having the authority to sig binding agreement on behalf of the corporation, company, or firm presenting this submi confirms understanding and/or agreement and/or takes exception with any statement in 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: Melanie E. Fowler Title: Vice President, HDR Engineering

Signature: Melanie Fowler Date: 02/06/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) HDR Engineering, Inc. whose business address is 76 S. Laura Street, Suite 1600, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 47-0680568 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Melanie E. Fowler and my relationship to the entity named above is Vice 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 not 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.

Melanie Fowler 02/06/2023

Signature Date:

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF Hillsborough
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of February, 2023, and is personally known to me, or has provided ~~as identification.~~

Notary Signature

My Commission expires: 09/22/2024

MICHELLE J. PARDO
Commission # HH 045144
Expires September 22, 2024
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach

This sworn statement is submitted by (entity) HDR Engineering, Inc. whose business address is 76 S. Laura Street, Suite 1600, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 47-0680568 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Melanie E. Fowler and my relationship to the entity named above is Vice President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

02/06/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Hillsborough
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6th day of February, 2023 and is personally known to me, or has provided _____ as identification.

My Commission expires: 09/22/2024
Notary Signature

MICHELLE J. PARDO
Commission # HH 045144
Expires September 22, 2024
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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? *see litigation disclosure attached to this page.
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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

HDR Engineering, Inc.	02/06/2023
Firm	Date
Authorized Signature	Melanie E. Fowler, Vice President Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

In today's legal environment, claims and litigation are a reality for any large company in the industry, regardless of performance or merit. When claims do occur, we are proactive and cooperative in reaching a resolution that is fair and reasonable to all. We value the confidences of our clients as well as our contractual commitments to confidentiality, and do not discuss with third parties the circumstances involving ongoing projects. We would take the same position with information regarding our work on this project.

If necessary, we would be willing to meet in person with you to discuss the merits or background of past claims. There are no claims or litigation that could impede our ability to perform this project, and we have maintained professional liability insurance in force continually since 1958 for the protection of us and our clients.

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, HDR Engineering, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Melanie E. Fowler, Vice President

Printed Name and Title of Contractor's Authorized Official

02/06/2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing ____ b. material change

Name and Address of Reporting Entity: X Prime ____ Sub-awardee Tier_____, if Known: HDR Engineering, Inc. 76 S. Laura Street, Suite 1600 Jacksonville, FL 32202 **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Melanie Fowler **Print Name:** Melanie E. Fowler **Title:** Vice President **Telephone No.:** 813.282.2300 **Date:** 02/06/2023
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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	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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	

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	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

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	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

06 Addenda Acknowledgement

TAB 6

06 Addenda Acknowledgement

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Melanie E. Fowler **TITLE:** Vice President, HDR Engineering, Inc.

ADDRESS: 76 S. Laura Street, Suite 1600

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: Melanie Fowler **DATE:** 02/06/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Melanie E. Fowler **TITLE:** Vice President, HDR Engineering, Inc.

ADDRESS: 76 S. Laura Street, Suite 1600

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: **DATE:** 02/06/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Melanie E. Fowler **TITLE:** Vice President, HDR Engineering, Inc.

ADDRESS: 76 S. Laura Street, Suite 1600

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: [signature] **DATE:** 02/06/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

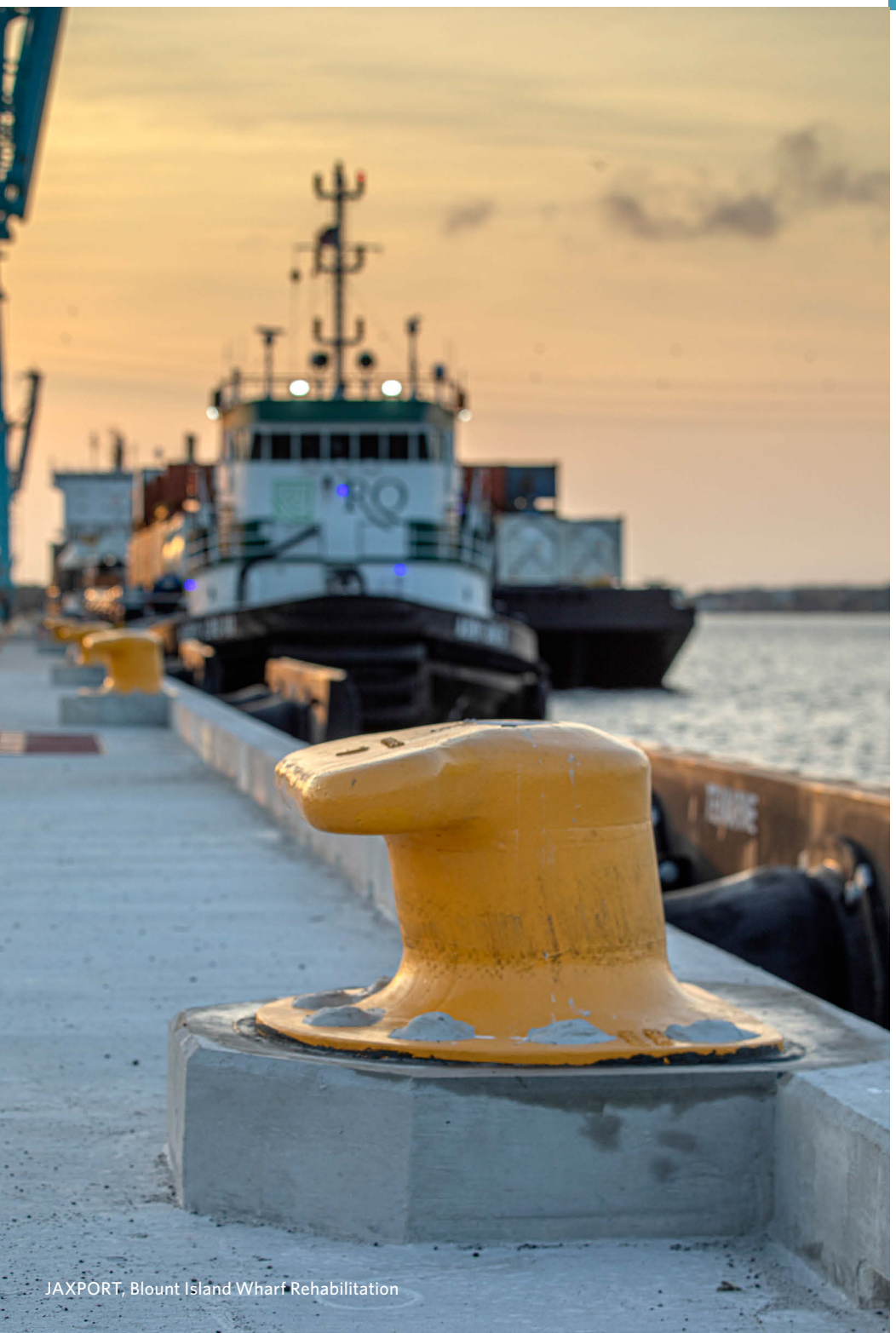
Respondents shall thoroughly familiarize themselves with the contents of this Addendum before submitting.

NAME: Melanie E. Fowler **TITLE:** Vice President, HDR Engineering, Inc.

ADDRESS: 76 S. Laura Street, Suite 1600

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: [signature] **DATE:** 02/06/2023



JAXPORT, Blount Island Wharf Rehabilitation

76 South Laura Street, Suite 1600
Jacksonville, FL 32202
904.598.8900
hdrinc.com

Other Projects

North Ocean Boulevard Seawall Replacement, Palm Beach, FL

Kimley-Horn provided design and permitting services for the replacement of a 1,700-foot-long section of ocean front seawall at the north end of Palm Beach Island. The wall was originally constructed in the 1950s and had reached the end of its useful life. The design consists of a sheet pile and tie-back system installed immediately landward of the existing wall. A beach access tunnel owned by the Palm Beach Country Club exists within the project limits. Close coordination with the Palm Beach Country Club, the Beach Club, and a private residence to the north was performed during the design phase to help ensure that all stakeholder concerns were properly addressed. The project required both Coastal Construction Control Line (CCCL) and Environmental Resource Permit (ERP) permits from the Florida Department of Environmental Protection (FDEP). The project will eliminate over 50 small stormwater outfalls that discharge directly to the beach, allowing the Town to achieve a significant portion of the goals outlined in the Beach Management Agreement in place with the state.

Key Staff: Angelina Fairchild, P.E.

Seabreeze, Seaspray, and Primavera Bulkhead Improvements, Palm Beach, FL

Kimley-Horn was selected by the Town of Palm Beach to prepare improvement designs that would raise the height of the lakeside bulkhead at Seabreeze Avenue, Seaspray Avenue, and Primavera Way. The design also addressed seepage issues that occurred during periods of extreme high tides. Our professional engineering services for this bulkhead helps to ensure it is in good condition to provide for the protection of upland and foreshore properties, limit wave overtopping, and be impervious without cracks or holes that would allow for the passage of sand.

Key Staff: Angelina Fairchild, P.E.

Mercy Hospital Seawall, Miami, FL

This project includes strengthening of 2,000 feet of seawall along the perimeter of Mercy Hospital's property in Miami. Construction tasks for this project included steel sheet pile installation, tie rod installation between the existing wall and the new wall, concrete cap placement, backfill, and site grading.

This project also included the construction of a new landing dock for rescue vessels adjacent to the seawall. Kimley-Horn provided design, planning, bidding, permitting, and construction phase services for this $4-million project.

Key Staff: Angelina Fairchild, P.E.; J. Casey Long, P.E.

The Bristol Seawall Design, West Palm Beach, FL

Kimley-Horn was responsible for the design of a combination of post-and-panel cantilevered concrete sheet pile and steel sheet pile walls to replace an existing concrete panel tie-backed seawall system. The total length of the new seawall was 750 linear feet, with a maximum exposed height of eight feet. Design challenges included connections to adjacent seawalls, the presence of an existing outfall that had to be maintained, scour considerations, and permitting by both the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE). Additionally, Kimley-Horn provided construction phase services including shop drawing review and site inspections as the structural special inspector.

Key Staff: Angelina Fairchild, P.E.

9 Island Condominiums, Marina Dock Replacement and Seawall Repair, Miami Beach, FL

Following Hurricane Irma, Kimley-Horn performed an above and below water condition assessment of the 623-linear-foot concrete post and panel seawall on the east side of the 9 Island Avenue property, including a severely damaged timber marina and boardwalk. The storm rendered the marina inoperable and unsafe. Services provided included a visual and tactile level 2 seawall inspection in accordance with the guidelines of the American Society of Civil Engineers (ASCE), following which our structural team prepared repair plans, specifications, and an opinion of probable cost (OPC) for repairs to the concrete seawall and total replacement of the timber marina. Once the project was bid for construction, we provided bid assistance, shop drawing and pay application review, and construction oversight including special inspection services. The project was completed in the Spring of 2020.

Key Staff: Angelina Fairchild, P.E.; J. Casey Long, P.E.

Bradenton Downtown Development Authority Riverwalk, Bradenton, FL

Kimley-Horn prepared both a master plan and construction documents for the 1.25-mile-long Bradenton Riverwalk along the Manatee River in Downtown Bradenton, Florida. Services included public engagement, programming/master planning, landscape architecture, civil engineering, permitting, public art coordination, and construction phase services. The process consisted of the facilitation of an extensive public involvement program to identify opportunities for enhancement to the existing Riverwalk, as well as features that would attract users to the watertront on a regular basis. This process also included collaboration with USF Architectural Graduate students as part of a summer design studio. The design team also coordinated closely with the City of Bradenton, Southwest Florida Water Management District (SWFWMD), and Florida Fish and Wildlife Conservation Commission (FWC) to obtain over $1 million in grant money. The Grand Opening of this $6.9-million project occurred in October 2012.

In August 2017, the Bradenton City Council unanimously approved plans for the eastward expansion of the popular Bradenton Riverwalk. Kimley-Horn developed a master plan and prepared construction documents.

Awards: Award of Excellence – Florida Section American Planning Association - 2020

Best New Installation – Institutional/Public – Florida Nursery, Growers and Landscape Association - 2013

Key Staff: Seth Schmid, P.E.

Water Control Structure Inspections SWFWMD, FL

Southwest Florida Water Management District (SWFWMD) contracted Kimley-Horn to evaluate the condition of five water control structures under the District's prevue: S-155, S-160, S-161, S-551, and Trout Creek. The evaluation included all civil, structural, electrical, mechanical, and underwater components of the structure. Specifically, the scope consisted of an independent rating of each component (i.e., bulkheads), comparisons of previous ratings, documentation of findings, and preparation of cost estimates for deficiencies that mandated repairs. Ratings were included in a repository spreadsheet that the District uses as part of their Capital Improvement Program to prioritize the repair and rehabilitation of assets. The inspections were carried out by a team of specialists with a designated Florida Professional Engineer on site for each discipline inspected. The results of the inspections were summarized in a draft and final report. During the project, the District requested a fast-track inspection of the S-160 structure to accompany a grant application that Kimley-Horn was able to successfully deliver on time.

Key Staff: Seth Schmid, P.E.; J. Casey Long, P.E.

Section C – Professional Backgrounds of Personnel

Kimley-Horn is pleased to be serving Fernandina Beach under our continuing contract from our Jacksonville office. Several of the team members we presented in that proposal will continue to serve you for this project coupled with specific professionals from Kimley-Horn, including structural and marine engineers and grant administration experts.

Key Staff – *(Resumes on following pages)*

Kirk Drost, P.E. will serve as project manager and lead our team from our Jacksonville office. Kirk recently returned to Kimley-Horn after working as a federal employee for the United States Navy for over 12 years. During that time his duties included and waterfront structural engineering design and project management, public works facilities management, utility usage allocation for potable water, sanitary sewer, electricity, natural gas, compressed air, steam heat, and chilled water services. He also served as the Facilities Management Division Director for the United States Navy Public Works Department Jacksonville where he coordinated and oversaw the maintenance and upkeep of approximately $4.1 billion in infrastructure.

J. Casey Long, P.E. has more than 27 years of diverse civil and structural engineering experience on infrastructure improvement projects in Florida, Texas, Virginia, and the Caribbean. His professional background includes project management and design services for seaport, industrial, commercial, military, and educational facilities. He has provided design and general consulting and structural engineering services for complete building systems including warehouses, office buildings, public safety facilities, and cruise terminals. In 2015, he was honored as Engineer of the Year by the Palm Beach Chapter of the Florida Engineering Society (FES). Casey will serve as a senior structural engineering consultant supporting Kirk to address structural elements for the project.

As a lead engineer in Kimley-Horn's structural division, **Angelina Fairchild, P.E, LEED AP** has 37 years of engineering experience and is responsible for project management, production, scheduling, personnel coordination, and quality control. Angelina's experience includes implementing projects from conceptual design and plan preparation through construction. She has been involved in the design, rehabilitation, repair, construction, and inspection phase services on a variety of structural engineering projects that have included conventional reinforced concrete, precast, prestressed concrete, post-tensioned concrete, and structural steel on bridges; industrial and commercial buildings; parking decks; highway structures; and retaining walls. Her experience also includes the assessment, repair, and design of multiple seawall and bulkhead projects for municipal and private owners.

Jamie N. Gwaltney, P.E. has 23 years of civil engineering project management and design experience with a track record of success in large-scale design projects, especially managing teams of production staff and successfully coordinating complex projects to meet deadlines and financial objectives. He has an extensive background in managing private and public-sector projects through site selection, conceptual planning, entitlement, design, permitting, and construction, particularly port projects involving container terminals and intermodal rail yards as well as the off-terminal infrastructure required to support these facilities.

Seth Schmid, P.E. has 27 years of experience designing structural systems such as sheet piling, retaining walls, box culverts, and water control structures. He has been involved in all aspects of engineering projects from project management and conceptual planning to design, permitting, and construction administration. He is part of the Kimley-Horn structural team for the RiversEdge waterfront redevelopment project in Jacksonville. Other waterfront projects include Bradenton's Riverwalk, Laishley Watertront Park and Marina in Punta Gorda, Baker Park in Naples, Gordon River Greenway Park in Collier County, and Charlotte Harbor's Gateway Harbor Walk.

Joe Mecca, P.E. has 29 years of experience in the design and permitting of residential, commercial, and municipal land development projects. Joe has served as project manager for a wide variety of development projects, including industrial and distribution center projects from conceptual planning through construction observation. He is also a specialist in design and permitting of stormwater facilities; water, sewer, and reclaimed water systems; and treatment works. Joe's water resources project experience includes water and wastewater pipeline design, wastewater treatment, pump stations, drainage, grading, and utilities. He is part of the Kimley-Horn team for the RiversEdge waterfront redevelopment project in Jacksonville.

Juan Fuentes, P.E., S.E., S.I., LEED AP has more than two decades of structural engineering experience. During this time, he has been involved in all aspects of a project from design concept through construction administration. He has worked on a variety of project types including educational, healthcare, institutional, and municipal and sports facilities. Holding an architectural engineering degree (along with his civil engineering degree), Juan has a true appreciation for the artistic vision the architect is creating. Juan brings the City his firsthand knowledge of building materials and construction methods and working meticulously with the architect through all the stages of a project's life cycle. He is currently the project manager for two seawall projects in Miami-Dade County.

Supporting Staff

George Honiotes, E.I. has five years of experience with Kimley-Horn's Structural Group. His project experience includes St. Augustine's Avenida Menendez Sewall project, 9 Island Marina Dock Replacement and Seawall Repair in Miami Beach, St. Lucie County's 25th Street Bridge Repairs, and projects for the Virgin Islands Port Authority.

Cory Salt, E.I. has three years of experience with the design, rehabilitation, repair, construction, and inspection phase services on a variety of structural engineering projects that have included conventional reinforced concrete, precast prestressed concrete, post-tensioned concrete, and structural steel. He is responsible for design, analysis, and reporting of reinforced concrete, structural steel, aluminum, masonry, and wooden structures for projects involving seawall, buildings, industrial facilities, boardwalks, and concrete foundations. His principal areas of practice include boardwalks, seawalls, municipal projects, parks, telecommunication structures, and condition assessments.

Laura Wittenbauer has over two decades of grant writing and administration experience serving both private and public sector clients. Prior to joining Kimley-Horn, she worked as a senior process analyst for the City of Sarasota where she identified relevant grant opportunities and completed grant applications. She helped to ensure that grant accounting and financial reporting were consistent with governmental accounting standards and kept within the terms and conditions of the grant. Her experience with Sarasota was preceded by her tenure in the private sector, where she served as a grant consultant. In this role, she supported municipal clients, providing grant-related services from application through award. Laura understands and can apply the principles, practices, and procedures of government budgeting, cost analysis, financing, and funds administration. She can evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency.

Diana Bello has more than 16 years of grants management experience working predominantly in the public sector. She has a background in Political Science as a legislative analyst assessing how new mandates impact the operations of business units and local governments. Representative projects include Administration of FEMA Competitive and Formula-Allocated Funds to Support the Capital Maintenance Plan and Lift Stations Rehabilitation for Charlotte County, Resiliency and Modernization Planning Grant, Rebuild Florida CDBG-MIT for Charlotte County, and Joe's Creek Greenway Restoration Project for Pinellas County.

Subconsultants

ONEIDA LG2 Environmental Solutions

LG2 Environmental Solutions, Inc. (LG2) is a professional services firm specializing in NEPA documentation, natural/biological resources, cultural and historic resources, and environmental compliance services. LG2 was acquired by Sustainment and Restoration Services (SRS) to expand in-house capabilities in natural and cultural resource services. SRS is an SBA-certified 8(a) professional engineering, environmental, and munitions response services firm owned by Oneida ESC Group (OESC) which is tribally owned by the Oneida Nation. Based in Jacksonville, Florida, LG2 began as a two-person firm in 1999 and has since grown to over 40 employees, with four offices in the southeastern United States. LG2 provides a wide range of quality, responsive environmental services across the U.S. and has performed on contracts with the U.S. Army Corps of Engineers (Jacksonville, Savannah, and Mobile Districts), NAVFAC Southeast and Mid-Atlantic, Marine Corps, Jacksonville Port Authority, USDA NRCS, Customs and Border Protection, and other federal and private clients.

Meskel & Associates Engineering (MAE) provides geotechnical engineering, subsurface exploration, construction materials testing (CMT), engineering inspection (CEI), and hydrogeology and environmental consulting services. Their offices are located in Jacksonville, Tampa, and Lake City, Florida and services are provided throughout Florida, Georgia, and Puerto Rico. They are a woman-owned small business founded in 2008, certified by the City of Jacksonville Small and Emerging Business (JSEB) program, a Disadvantaged Business Enterprise (DBE) through the Federal SBA Transportation Program, and a Florida Minority Business Enterprise (MBE). MAE's professional engineering staff has extensive experience with Florida geology. They can prepare a program to explore and characterize soil, rock, and groundwater conditions at your site, and provide a geotechnical engineering analysis that will enable our project team to prepare a cost-effective, safe foundation design for your project.

ENGenuity Infrastructure™ is a full-service civil engineering, coastal engineering, and planning firm specializing in resiliency. Their services include survey, design, permitting, local approvals, environmental due diligence, utility design, and construction inspection. ENGenuity Infrastructure is 100% woman owned, with Jaclyn Flor as the founder, President, CEO, and sole owner of the company. Ms. Flor was the design engineer for the Sea Bright and Monmouth Beach Seawall in New Jersey, which is a 3-mile, $38M seawall/levee repair project which included wall inspections with FDEP, construction estimates for BCA, and design after Hurricane Sandy. She has also designed multiple coastal projects in Florida, including the terminal jetty in Key West and beach nourishment projects on Estero Island and Lovers Key. ENGenuity has led multiple multi-faceted designs and inspection in coastal urban areas, including wetland mitigation projects, living shorelines, shoreline restoration, dredging, storm hardening, and climate resiliency. The firm is federally certified by the SBA as a WOSB, EDWOSB, 8a, and HUBZone certified firm. ENGenuity has managed the construction of a multitude of coastal resiliency projects, living shorelines, shoreline restoration, dredging, storm hardening, and climate resiliency, roadway infrastructure, complex utility projects, and many multidisciplined civil design projects.

Kirk F. Drost, P.E

Project Manager

Professional Credentials

- Master of Science, Engineering (Structures), University of Florida, 1993
- Bachelor of Science, Civil Engineering, University of Florida, 1992
- Professional Engineer in Florida #51910, August 18, 1997

Special Qualifications

- More than 30 years of experience in structural engineering design
- Involved with all aspects of a project from conceptual planning to design, development of technical specifications, permitting, and construction
- Provides project management and design support on projects that involvole infrastructure planning and design
- Experience performing and coordinating facility and utility infrastructure condition assessments.
- Worked as a federal employee for the United States Navy for over 12 years.

Relevant Experience

Naval Facilities Engineering Command (NAVFAC) Southeast, Jacksonville, FL — Prior to rejoining Kimley-Horn, served in several roles with NAVFAC. Served as Senior Waterfront Structural Engineer, provided structural engineering services and consultation for the planning, evaluation, design, construction, and maintenance of waterfront facilities. Led the design development of 15 to 20 concurrent multi-discipline projects with construction costs ranging from $10,000 to $500,000,000. As Director of the Facilities Management Division- NAS Jacksonville Public Works Department, served as primary advisor on matters relating to facilities management support to customers. Supervised, coached, mentored, directed, led, and managed a team of 24 interdisciplinary professional employees working on facility management, installation planning, site requirement analysis, project development and project design, environmental and real estate matters to ensure work was completed on time and within scope and budget for over 600 facilities at four geographic locations in Florida and Puerto Rico.

Individual projects include:

- MCSF Blount Island Command Shoreline Protection Area 2 & 3, Jacksonville, FL – Provided conceptual design input for a design-build RFP for two areas of shoreline protection at the installation along the St Johns River. The goal of this project was to stabilize the installation's shoreline and improve the resiliency of the property during tropical weather events. Area 2 consisted of 5,300 LF of proposed sheet pile bulkhead with rip rap erosion control adjacent to the installation's southern boundary. Area 3 consisted of 1,400 LF of proposed sheet pile bulkhead with rip rap erosion control adjacent to the installation's eastern boundary. This project was constructed adjacent to existing wetland and marsh areas. In one location, the proposed sheet pile wall bisected a tidal wetland area, so conceptual details were developed to allow water to enter and exit the area while reducing the potential erosion.
- NSB Kings Bay Shoreline Protection for Electric Transmission Tower, Kings Bay, GA – Provided design of a cantilever steel sheet pile wall with a concrete cap to provide shoreline stabilization of an upland area adjacent to the coastal march area at the installation. This area was stabilized so that the foundations for existing Georgia Power electric transmission lines would no longer be undermined due to the erosion of the upland area.
- NAS Corpus Christi Seawall Repair, Corpus Christi, TX – Provided construction phase services for the design-build repair of the installation's seawall along the Gulf of Mexico. Also provided review of the seawall repair design documents as well as construction material submittals. The new seawall consisted of a steel sheet pile wall with steel anchor rods connected to auger cast concrete piles behind the wall. The new wall was constructed waterward of the existing damaged seawall with penetrations made through the wall for the new anchor rods. The existing seawall was damaged during Hurricane Harvey.
- NAS Key West Bulkhead Evaluation, Key West, FL – Provided a structural evaluation of the existing bulkhead wall to determine whether it could support a 90-ton mobile crane while the crane loaded and unload containers from vessels adjacent to the existing bulkhead. The existing bulkhead was constructed of steel sheet piles with a reinforced concrete cap and steel tie rods anchored by concrete deadmen.
- NAS Pensacola Pier 303 Wharf Bravo Bulkhead Evaluation and Repair, Pensacola, FL – Provided a structural review and evaluation of the existing bulkhead wall to determine its load capacity after being overtopped and having portions of the asphalt deck and backfill lost to

Kirk Drost, P.E. (continued)

scour during Hurricane Sally. The existing bulkhead was constructed of steel sheet piles with a reinforced concrete cap and steel tie rods anchored by concrete deadmen. The bulkhead had a heavy timber fender system mounted to its face.

- AUTEC, Bahamas, Pier and Bulkhead Repairs, Andros Town, The Bahamas – Provided construction phase services for construction of a pile supported pier and a bulkhead along the adjacent shoreline. The bulkhead was constructed of cantilevered steel sheet piles which were predrilled and driven into the rock stratum.
- MCSF Blount Island Command Boat Ramp, Jacksonville, FL – Provided conceptual design input for a design-build RFP for a new cast-in-place reinforced concrete boat ramp. The boat ramp was constructed with new steel sheet pile walls and rip rap adjacent to the sides and end of the ramp to aid in the erosion control and resiliency of the structure.
- NS Key West Boat Ramp, Key West, FL – Provided conceptual design input for a design-build RFP for a new precast reinforced concrete boat ramp. The boat ramp was constructed with new steel sheet pile walls adjacent to the sides and end of the ramp to aid in the erosion control and resiliency of the structure.

U.S. Sugar Cane Rail Car Dumping Pit Shoring — Provided structural design for a 20-foot-deep construction pit use for the construction of a new rail car dumping foundation. The construction pit was approximately 100 ft long by 30 ft wide. A temporary steel sheet pile wall was constructed around the pit with primary and back up sump areas for dewatering inside the pit. A well point system was also installed outside of the pit due to the high-water table in the area. The steel sheet piles were designed with an upper and lower waler system which was braced across the pit in the short direction.

Rybovich Spencer Travel Lift Launching Pier, Riviera Beach, FL — Design engineer for a new travel lift launching pier for 150-ton Marine TravelLift. The new pier included 24-inch precast concrete piles, cast-in-place concrete bents, precast concrete deck slabs, and a cast-in-place topping slab.

Crab Island Access Pier Evaluation, Jacksonville, FL — Completed a structural engineering evaluation of the existing timber access pier to Crab Island. The existing pier was struck by a marine vessel which shifted the pier several feet from its design location.

Rebuild Facility & Waterfront U.S. Coast Guard Fort Myers Station, Fort Myers, FL — Providing construction phase services. Kimley-Horn is providing professional civil and environmental engineering services to redevelop the waterfront facilities at the United States Coast Guard Station in Fort Meyers. The project includes the revitalization of the multi-mission building, launch dock, boat ramp, and floating pier. Our services include preparing civil design and construction documentation for erosion and sediment control; grading and storm drainage; utilities; landscaping. Additional services include performing a Natural Resources Assessment and Seagrass Survey report, Topographic and Subsurface Survey, as well as, collecting an Environmental Resource Permit (ERP) from the South Florida Water Management District (SFWMD). Kimley-Horn will acquire permitting with the United States Army Corps of Engineers (USACE) Jacksonville District for waterfront work associated with the proposed project and develop a site- and project-specific Environmental Protection Plan (EPP).

Rebuild Station U.S. Coast Guard Port Canaveral Station, Cape Canaveral, FL — Provided construction phase services. Kimley-Horn was retained to prepare construction documents for permitting and construction of site work to rebuild STA Port Canaveral and Waterfront in Cape Canaveral, Florida. The construction documents will consist of site plans, edited USGS specifications (SEC files) related to civil and landscape design elements and a basis of design with applicable design calculations. Kimley-Horn will coordinate with the design team consultants as it relates to providing utility services to the proposed multi-mission building and exchange building, prepare construction documents, perform construction phase services, perform a Natural Resources Assessment, prepare Environmental Resource Permit and Storm Water Construction permit, and USACE standard permit application.

Cape Coral Yacht Club Boat Ramp, Cape Coral, FL — QA/QC reviewer. Kimley-Horn is providing land planning, landscape architecture, marina design, civil engineering, environmental permitting, and structural engineering services for the master plan at Cape Coral Yacht Club Community Park. Responsible for the structural engineering of over 2,000 feet of bulkhead, 100 marina slips including floating docks and wood finger piers, a boat ramp, and wood boardwalks. Additional services include hermit coordination and dredging.

J. Casey Long, P.E.

Structural Engineer

Professional Credentials

- Master of Engineering, Structural Engineering, University of Florida, 1996
- Bachelor of Science, Civil Engineering, University of Florida, 1995
- Professional Engineer in Florida #56083 July 25, 2000
- Professional Engineer in Virginia #048784 April 11, 2011
- Member: National Society of Professional Engineers (NSPE)

Special Qualifications

- Has 27 years of diverse civil and structural engineering experience on infrastructure improvement projects
- Has provided structural and civil design aspects for port/marine, industrial, commercial, military and educational facilities
- Specific examples include design of container/cruise ship bulkheads, floating dock facilities and marina, ship moorings, marina seawalls, paved container yard areas, mobile passenger walkways for cruise ship access, offshore saltwater pump station, and ship's camels

Relevant Experience

County-Wide Facility Study for Tourism and Recreation Opportunities, Highlands County, FL — Project manager. Kimley-Horn provided grant application assistance to Highlands County for a DEO Community Planning Technical Assistance Grant (CPTAG). The purpose of the DEO funding will be to outline an Imple

Avenida Menendez Seawall Flood Barrier Phase 1, St. Augustine, FL — Structural engineer. Kimley-Horn is providing planning, permitting, design, development of bid documents and bidding services for the reinforcement, replacement and installation of a seawall with appropriate tidal backflow prevention to achieve a continuous elevation and a level of protection against a 100-year storm event. Our services will be governed, in part, by regulations and requirements stipulated in the Hazard Mitigation Grant Contract H0483 (HMGP) of which the City has secured through the State of Florida Division of Emergency Management. The Avenida Menendez seawall has protected the City of St. Augustine's historic bayfront from severe weather events for more than 180 years. As a partner to the City, we are expanding on their decade-long efforts for this seawall project to provide increased protection for City and private properties, residents, and sensitive archeological sites throughout this area. It's our priority to help bring the project vision to life.

RiversEdge (Formally The District), Jacksonville, FL — Marine structural engineer. Provided planning, permitting, design, development of bid documents, and bidding services for the reinforcement, replacement, and installation of over 1200 feet of seawall replacement along this brownfield site. Kimley-Horn partnered with The District's Community Development District (CDD) to provide professional Consulting services for The District project, a 32-acre mixed-use development planned to transform Downtown Jacksonville's Southbank.

Mercy Hospital Seawall and Loading Dock Replacement, Miami, FL — Project manager. This project includes strengthening of 2,000 feet of seawall along the perimeter of Mercy Hospital's property in Miami. The construction tasks for this project include steel sheetpile installation, tie rod installation between existing wall and new wall, concrete cap placement, backfill, and site grading. This project also includes the construction of a new landing dock for rescue vessels adjacent to the seawall. Kimley-Horn provided design, planning, bidding, permitting, and construction phase services for this $4-million project.

Port of Palm Beach Berth 1 Bulkhead Replacement, Riviera Beach, FL — Project manager and lead structural engineer. Kimley-Horn was responsible for the analysis, design, and construction document development for upland paving with a bulkhead replacement to -35-foot dredge depth. Our responsibilities also included the development of a fast-tracked construction phasing and sequencing plan to minimize impacts to port operations on adjacent berths. The slip uses a steel sheet pile wall with a drilled soil anchor tie back system and a concrete cap. Kimley-Horn also serves as an on-call consultant for the Port, providing them with development services on a regular basis.

City of Cape Coral, Community Parks On-Call (Yacht Club Community Park), Cape Coral, FL — Marine structural engineer. Kimley-Horn is providing land planning, landscape architecture, marina design, civil engineering, environmental permitting, and structural engineering services for the master plan at Cape Coral Yacht Club Community Park. Responsible

J. Casey Long, P.E. (continued)

for the structural engineering of over 2,000 feet of bulkhead, 100 marina slips including floating docks and wood finger piers, a boat ramp, and wood boardwalks. Additional services include hermit coordination and dredging.

General Consulting Contract, Port of Palm Beach, Riviera Beach, FL— Program manager and lead engineer for a general port consulting contract at the Port of Palm Beach. Tasks include marine structural engineering, site civil, utilities, parking, electrical and other consulting requirements.

West Indian Company Pier Study, Charlotte Amalie, U.S. Virgin Islands — Project manager. Kimley-Horn performed an enhanced review and evaluation of the cruise ship channel and harbor turning basin in Charlotte Amalie, US Virgin Islands at the Havensight Docks. This study evaluated additional alternatives and concepts to expand the cruise berthing capacities in the territory. As part of the project, Kimley-Horn evaluated the existing conditions and provided recommendations and options for revisions to the site for the addition to and expansion of cruise operations and facilities in the Havensight area. These recommendations included development of conceptual site plans for new pier concepts and orientations suitable for navigation of the world's largest cruise ships in the harbor, determination of dredge quantities, and estimates of probable cost for full development. The ultimate proposed project consists of a 14-acre parcel created from dredge spoils, two berths on a 1250-foot-long finger pier, upland development, road circulation, utilities, dredging, and buildings.

West Indian Company, Mooring Dolphin, Mooring Bollards and Pier Expansion and Bulkhead Replacement, St. Thomas, U.S. Virgin Islands — Project manager and structural engineer. Responsible for the coordination, management and overall design (EOR) of the Capital Improvements of the existing WICO docks in St. Thomas, USVI. Project improvements are estimated at $16 million. The project team's responsibilities included creation of a new outer mooring dolphin with fender, a 150-foot-long pier extension, two 72 inch mooring bollard monopiles, two new landside bollards, bollard replacements on the existing berths, repairs to the existing pier and 800 linear feet of new bulkhead allowing deepening of the existing inner berth. Project consulting consisted of construction document development, specifications, bidding services, bid evaluation / support and consultant services during construction. In addition to the Project Management role, he served as Structural Engineer of Record on the project for all aspects of the marine package with the responsibility of certifying the structural analysis and design of the structural elements.

Yacht Club Community Park, Cape Coral, FL — Marine structural engineer. Kimley-Horn is providing land planning, landscape architecture, marina design, civil engineering, environmental permitting, and structural engineering services for the master plan at Cape Coral Yacht Club Community Park. Casey was responsible for the structural engineering of over 2,000 feet of bulkhead, 100 marina slips—including floating docks and wood finger piers—a boat ramp, and wood boardwalks. Additional services include permit coordination and dredging.

City of Sunrise, Welleby Park Expansion, Sunrise, FL — Structural engineer. Responsible for the structural design of a timber observation dock to be constructed on the existing lake and a concrete gravity wall at Welleby Park. As an accessory to the dock a new concrete gravity wall was also required and designed.

Annie's Dock, Palm Beach, FL — Marine structural engineer that served as a senior consultant on the marine aspects of the repair and restoration of Annie's Dock on the North End of Palm Beach Island. Repairs and restoration included the removal of damaged concrete caps, the elevating of the existing structures, the refurbishment of the existing metal walkways damaged during Hurricane Irma.

Vista Clara Apartments, Deerfield Beach, FL — Responsible for the layout and design of the slope and wall replacement project for a future apartment complex and residential facility. Consists of 600 feet of riverbank improvements including a pile supported wood dock, floating docks and new bulkhead. Services provided were permitting, planning, and design.

Sabal Pines Park, Coconut Creek, FL — Marine structural engineer. Casey provided planning and consulting for the replacement of a 250-foot-long boardwalk at Sabal Pines Park. The project consisted of reusing the existing piles and replacing the superstructure of the boardwalk which was originally wood with a precast concrete system to enhance the landscape at the park. Services provided were permitting, planning, and design.

Angelina Fairchild, P.E., LEED AP

Structural Engineer

Professional Credentials

- Master of Science, Civil Engineering, University of Texas, Austin, 1988
- Bachelor of Science, Architectural Engineering, University of Texas, Austin, 1985
- Professional Engineer in Florida #43958 April 1, 1991
- Professional Engineer in Puerto Rico #28135 October 28,2021
- LEED® Accredited Professional #10262926 2009

Special Qualifications

- A lead engineer in our Florida region structural division with 37 years of experience
- Principal areas of practice include structural design, seawalls and shoreline hardening, industrial facilities, municipal projects, parks, marinas, bridges, and condition assessments
- Involved in the design, rehabilitation, repair, construction, and inspection phase services on a variety of structural engineering projects that have included conventional reinforced concrete, precast prestressed concrete, post-tensioned concrete, and structural steel

Relevant Experience

Avenida Menendez Seawall Flood Barrier Phase 1, St. Augustine, FL— Project manager. Kimley-Horn is providing planning, permitting, design, development of bid documents and bidding services for the reinforcement, replacement and installation of a seawall with appropriate tidal backflow prevention to achieve a continuous elevation and a level of protection against a 100-year storm event. Our services will be governed, in part, by regulations and requirements stipulated in the Hazard Mitigation Grant Contract H0483 (HMGP) of which the City has secured through the State of Florida Division of Emergency Management. The Avenida Menendez seawall has protected the City of St. Augustine's historic bayfront from severe weather events for more than 180 years. As a partner to the City, we are expanding on their decade-long efforts for this seawall project to provide increased protection for City and private properties, residents, and sensitive archeological sites throughout this area. It's our priority to help bring the project vision to life.

Marina Dock Replacement and Seawall Repair, Miami Beach, FL — Project engineer. Following Hurricane Irma, Kimley-Horn performed an above and below water condition assessment of the 623-linear-foot concrete post and panel seawall on the east side of the 9 Island Avenue property, including a severely damaged timber marina and boardwalk. The storm rendered the marina inoperable and unsafe. Services provided included a visual and tactile level 2 seawall inspection in accordance with the guidelines of the American Society of Civil Engineers (ASCE), following which our structural team prepared repair plans, specifications, and an opinion of probable cost (OPC) for repairs to the concrete seawall and total replacement of the timber marina. Once the project was bid for construction, we provided bid assistance, shop drawing and pay application review, and construction oversight including special inspection services.

The Bristol Seawall Design, Intracoastal Bulkhead, and Construction Phase Services, West Palm Beach, FL — Structural Engineer of Record (SEOR) on the Kimley-Horn team responsible for the design of a combination of post-and-panel cantilevered concrete sheetpile and steel sheetpile walls to replace an existing concrete panel tie-backed seawall system. The total length of the new seawall was 750 linear feet, with a maximum exposed height of eight feet. Design challenges included connections to adjacent seawalls, the presence of an existing outfall that had to be maintained, scour considerations, and permitting by both the South Florida Water Management District (SFWMD) and the U.S. Army Corps of Engineers (USACE). Additional responsibilities included performing construction services including shop drawing review and site inspections as the structural special inspector.

Seabreeze, Seaspray, and Primavera Bulkhead Improvements, Town of Palm Beach, Palm Beach, FL — Project engineer. Kimley-Horn was selected by the Town of Palm Beach to prepare improvement designs that would raise the height of the lakeside bulkhead at Seabreeze Avenue, Seaspray Avenue, and Primavera Way. The improvements also addressed seepage issues that occurred during periods of extreme high tides.

North Ocean Boulevard Seawall Replacement, Town of Palm Beach, FL — Structural engineer responsible for the evaluation of the existing condition of the seawall for the Town of Palm Beach along North Ocean Boulevard. Due to revised coastal loads, the age of seawall, and its interaction with an existing beach access tunnel, the decision was made to replace the existing seawall by driving new steel sheetpiles in front of the existing concrete wall. Permits

Angelina Fairchild, P.E., LEED AP (continued)

from FDEP and USACE were required. Kimley-Horn developed the construction drawings for the seawall replacement and overall roadway corridor improvements. We also assisted the Town with bidding and provided construction observation services. The project upgraded the corridor along the beach including approximately 1,600 linear feet of seawall replacement, drainage, and pavement.

Mercy Hospital Seawall and Loading Dock Replacement, Miami, FL— Structural engineer and quality control reviewer. This project includes strengthening of 2,000 feet of seawall along the perimeter of Mercy Hospital's property in Miami. The construction tasks for this project include steel sheetpile installation, tie rod installation between existing wall and new wall, concrete cap placement, backfill, and site grading. This project also includes the construction of a new landing dock for rescue vessels adjacent to the seawall. Kimley-Horn provided design, planning, bidding, permitting, and construction phase services for this $4-million project.

Madeleine Villas on Crespi Boulevard, Miami Beach, FL — Project manager. Seawall evaluation and reconstruction for a city-owned housing development. The project included an evaluation of the existing seawall and dock, including a seagrass survey, underwater inspection, preparation of construction documents and permitting with multiple agencies and jurisdictions. The site is located between two low-level bridges, therefore special consideration had to be given when selecting materials for the new seawall due to site access restrictions and constructability limitations.

Intracoastal Seawall Design and Construction for Ourisman Residence, B&A Design Builders, Palm Beach County, FL — Structural engineer. The project consisted of performing a condition assessment that confirmed the need to reconstruct an existing residential seawall located along the Intracoastal Waterway in the Town of Palm Beach. The existing wall was more than 50 years old and approximately 70 feet in length. The new wall raised the wall height to meet Town standards for bulkhead flood elevation criteria and was built one foot waterward of the existing wall alignment. Kimley-Horn provided design, permitting, and construction phase services for this project.

Ocean Seawall Picower Residence, Palm Beach, FL — Structural engineer. This project consisted of permitting, designing, and overseeing construction of approximately 400 linear feet of steel sheetpile seawall with a cast-in-place concrete cap along the Atlantic Ocean. The purpose of the wall was to retain the edge of the property and prevent erosion of the backyard into the ocean. Kimley-Horn also restored existing beach access with a removable stair. Upland amenities included a gazebo, walking paths, and steps. What was unique about this seawall is that the installation used a Giken pile driver, which is a self-guided pile driven system that anchors onto the seawall and "walks" itself along the piles to install the adjacent sheetpiles. This was selected because of access issues and vibration concerns due to the historic age of the house.

Jamie Gwaltney, P.E.

Marine Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, North Carolina State University, 2000
- Professional Engineer in Florida #63762 January 31, 2006
- Professional Engineer in Alabama, Georgia, Mississippi, and North Carolina
- Erosion Control Level II in Georgia # 92734, December 18, 2020
- Member: American Society of Civil Engineers (ASCE) and American Railway Engineering and Maintenance-of-Way Association (AREMA)

Special Qualifications

- More than 23 years of management and design experience in the engineering consulting industry working in various disciplines
- Accomplished program manager with a track record of success in large-scale design and construction projects
- An extensive technical background managing projects through planning, entitlement, design, permitting and construction stages

Relevant Experience

Virginia Ports Authority, VIG Barge Berth Feasibility Study, Norfolk, VA — Senior civil engineer on the for the planning and due diligence to explore design options for a $90M+ berth expansion at the VPA's Virginia International Gateway (VIG) container terminal. These concepts considered berth expansion options, crane types, dredging considerations, backlands development, and environmental permitting.

CSX Transportation, Alternate Rail Access to Port, Savannah, GA — Principal-in-charge for the planning and due diligence for an $80M upgrade to improve rail access into and out of the Georgia Ports' Garden City Terminal. This work includes new tracks, roadway improvements and the possible elimination of 10 at-grade rail crossings. Also led the preparation of a Rail Crossing Elimination Grant application to the Federal Railroad Administration.

Confidential Retailer Distribution Facilities, Various Sites in U.S. — Project manager and senior technical advisor supporting one of the Top 10 U.S. Retailers to optimize yard operations at various distribution warehouse facilities across the U.S. This includes traffic flows, standard operating procedures, gate analysis, yard simulation, dock door productivity, equipment optimization and safety improvements.

Various Industrial Developments, Southeastern U.S. — Principal-in-charge for the master planning, design and permitting of multiple industrial warehouse developments. These projects total more than 5 million square-feet warehousing.

Georgia Ports Authority, GA Steamship Terminal Traffic and Access Study, Savannah, GA — Project manager for a traffic study and road corridor analysis to connect the GPA's Garden City Terminal to a new 100-acre transload warehouse development. This work includes data collection, basis of design, traffic impact analyses, conceptual roadway layouts, stakeholder coordination, cost estimates and feasibility study.

TOTE Maritime, Planning and Design, Jacksonville, FL and San Juan, PR — While at his prior firm, managed the master planning and final design to accommodate more volume and larger ships at TOTE facilities at Blount Island, FL and San Juan, PR. The plan included conversion from wheeled operation to a grounded operation, new container handling equipment, upgrading gate facilities, and various yard upgrades including reefer racks, lo/lo storage, and container storage. The Jacksonville project also included the industry's first LNG interim bunkering facility (IBF) to load LNG onto the new TOTE LNG vessels. This also included the coordination associated with the purchase of three STS from GPA and the transport of the cranes from Savannah to San Juan.

Georgia Ports Authority, Program Management, Savannah, GA — While at his prior firm, served as the Principal-in-Charge and Consultant Program Manager for the GPA. From 2010 through 2020, Jamie led a team that was responsible for planning, design, permitting, and construction management services for GPA. During this time, GPA grew from handling 2.6 million twenty-foot equivalent units (TEUs) to more than 4.6 million TEUs. Jamie served as an extension of GPA's staff and his team helped manage and implement GPA's $150+ million per year capital improvement program and completed more than 250 task orders/projects for GPA.

Seth Schmid, P.E.

Structural Engineer

Professional Credentials

- Master of Science, Structural Engineering, University of Florida, 1995
- Bachelor of Science, Civil Engineering, University of Florida, 1994
- Professional Engineer in Florida # 54640 July 1, 1999
- Professional Engineer in Alabama #35867 April 26, 2016
- Member: American Society of Civil Engineers (ASCE)

Special Qualifications

- Has 27 years of experience in structural, sanitary sewer, potable water, and stormwater engineering design and consulting
- Involved with all aspects of a project from project management to conceptual planning, design, development of technical specifications, permitting, and construction

Relevant Experience

RiversEdge (Formally The District), Jacksonville, FL — Structural engineer. Kimley-Horn partnered with The District's Community Development District (CDD) to provide professional consulting services for RiversEdge, a 32-acre mixed-use development that's planned to transform Downtown Jacksonville's Southbank. The project is proposed to include 1,170 residential units, 200,000 square feet of office space, 200,000 square feet of retail space, a 125-slip marina, a 3.5-acre riverfront park, 1,950-foot addition to the Riverwalk, riverfront bars and restaurants, and a hotel. Our services on this project include the civil roadway and utility infrastructure design and the landscape/hardscape concept and design of the public roadways, parks, and Riverwalk expansion intended to serve the future private developments. We also provided seawall & bulkhead design, brownfield environmental services, and permitting services. Kimley-Horn is currently providing design, permitting, and construction phase services for over 1,900 linear feet of new seawall and bulkhead along the St Johns River. The new seawall and bulkhead are a critical piece of new infrastructure for future development of the RiversEdge site. For the Marsh Boardwalk and San Marco Loop Trail Extension improvements, Kimley-Horn is currently providing design, permitting, and construction phase services for 1,450 linear feet of new Marsh Boardwalk and 1,600 linear feet of new multiuse trails. The Marsh Boardwalk is designed as a 12-foot-wide elevated wooden structure that traverses through an upland area of trees and wetland areas of a salt marsh.

Bradenton Downtown Development Authority Riverwalk, Bradenton, FL — Project engineer. Kimley-Horn completed the master planning process for the 1.25-mile-long riverfront area in Bradenton known as the Riverwalk. Project services included master planning, civil and landscape architecture construction documents, grants/funding analysis, design development, stakeholder coordination, permitting, and construction phase services. The project also included the facilitation of an extensive public involvement program to identify opportunities for enhancement to the existing Riverwalk, as well as features that would attract users to the waterfront (public art, Florida history garden, skate park, amphitheatre, active/passive recreation, playgrounds, and interpretive/historical signage) and completion of the unanimously-adopted master plan.

Baker Park, Naples, FL — Structural engineer. Kimley-Horn provided full design services for Baker Park on the Gordon River in Naples. Design components include a large multi-purpose concession building, playground with integrated splash pad, Founder's Garden, day dock, canoe/kayak launch, knoll/overlook, stormwater treatment marsh, small amphitheater area, sunrise terrace, waterfront boardwalks, and a ½ mile trail connecting to the Gordon River Greenway bridge. Kimley-Horn provided landscape architecture, civil, environmental, and permitting/construction phase services for this $14.5 million, high-profile planned destination.

Tom Bennett Park, Manatee County, FL — Project engineer. Kimley-Horn provided design and permitting services for water and wastewater utilities, stormwater management system, and site civil work for the Tom Bennett Park. The park includes a civic open space and amphitheatre; several miles of trails and waterfront promenades; active recreation fields; a community building; and interpretive signage highlighting the significant environmental restoration planned for the project.

Seth Schmid, P.E. (continued)

Laishley Waterfront Park and Marina, Punta Gorda, FL — Project engineer for the Kimley-Horn team that provided design development services and construction drawings for this active park along the Peace River. After consensus on the Harborside Project, the selected concept plan was refined based on final comments received by staff, council and the stakeholders. This park includes a marina building, promenade, boat ramp, plazas, specialty paving, open air pavilions, landscaping, irrigation, and car and boat trailer parking lots. Future phases to include an interactive fountain, carousel and streetscape elements to Nesbit Street.

Collier County Gordon River Greenway Park, Collier County, FL — Project engineer on the Kimley-Horn team that provided design services for Gordon River Greenway Park. Our multidisciplinary team collaborated with County staff, related agencies, and the public to develop a creative, integrated, multifunctional park. The beauty of this site will awe citizens while keeping them informed about the importance of restoration and water quality. The facility planning and design will address inevitable human impact and stress the potential for a healthy, sustainable ecosystem. The resulting project will be a beautifully landscaped passive park with meandering trails, boardwalks, pavilions, shelters, and a wetland preserve. Behind these elements, the facility will provide attenuation of peak flood stages and water quality treatment.

Mashes Sands and Woolley Park, Wakulla County, FL — Project engineer for the preparation of construction documents and permit submittals for the Mashes Sands Park. The project includes boat ramp improvements, boardwalks, handicap and trailer parking, circulation improvements, trailhead with pavilion, and scenic overlook. The project will be permitted in phases with FDEP and ACOE to simplify permitting and allow for expedited review. Wetlands were delineated on-site. A portion of the channel bank will be stabilized and existing culverts will be improved at a driveway crossing to minimize impacts to sensitive environmental features. In addition, the project has an ADA accessible kayak launch. This launch was specifically designed to account for the tide fluctuation within the channel.

Charlotte Harbor Gateway Harbor Walk, Charlotte Harbor, FL — Project engineer on the Kimley-Horn team that provided urban design and engineering services in support of revitalization efforts on behalf of the Charlotte Harbor Community Redevelopment Agency. Kimley-Horn's first assignment was to prepare design documents and provide permitting services for the Harbor Walk project, consisting of a pedestrian promenade and boardwalk connecting the east and west sides of Charlotte Harbor. The project utilized the old US 41 bridge abutment for parking and a promenade area that created a trailhead for the boardwalk, which crosses a section of the Harbor shoreline going under the US 41 bridge. The Harbor walk extends approximately one mile from Chester Roberts Park to Bayshore Park.

Water Control Inspections, Southwest Florida Water Management District, FL — Project engineer. Delivered inspections for the S160, S161, S155, S551 and Trout Creek water control structures. Led a multidiscipline team to conduct civil, underwater, structural, mechanical, and electrical inspections. Scope consisted of an independent rating of each structure component (i.e., bulkheads), comparisons of previous ratings, documentation of findings, and preparation of cost estimates for deficiencies that mandated repairs. Ratings were included in a repository spreadsheet the District uses as part of their CIP to prioritize the repair and rehabilitation of assets.

Sarasota County Dona Bay Watershed Environmental Restoration, Sarasota, FL — Structural engineer. The Dona Bay Watershed Environmental Restoration project involved the design work to implement the results of the Dona Bay Watershed Management Plan. Kimley-Horn designed a 180-acre wetland restoration area, stormwater conveyance facilities from Cow Pen Slough to the Venice Minerals site, and a major water control structure. The water control structure consisted of a six-barrel box culvert modified with gates and anchored steel sheet pile wing walls.

North Port Water Control Structure (WCS) 106, North Port, FL —Structural engineer for the design and permitting of a replacement control structure on the Cocoplum Waterway. The water control structure (WCS) is key component of a large portion of the City of North Port's drainage system. The project tasks included obtaining permits from both the SWFWMD and ACOE. A key component of the design is the construction phasing plan which requires building the structure in three segments. The new WCS is located immediately upstream of the existing structure which requires that the waterway remain mostly unobstructed during contraction. Once the new structure is complete the existing structure will be removed.

Joe Mecca, P.E.

Site Civil Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #53192, August 17, 1998
- Professional Engineer in Georgia, #26164, June 15, 2000
- Charter Member, Rotary Club of St. Johns
- Florida Engineering Leadership Institute (FELI) Graduate, Class of 2010

Special Qualifications

- Has 29 years of experience in the design and permitting of industrial, residential, commercial, and general municipal development projects
- Specialist in design and permitting of stormwater facilities, water, sewer, and reclaimed water systems
- Project manager for various types of development and complex redevelopment projects from conceptual planning through construction observation
- Strong local agency relationships and permitting knowledge

Relevant Experience

RiversEdge Mixed-Use Redevelopment, Jacksonville, FL — Project engineer. Kimley-Horn is providing professional engineering and landscape architectural services for this 30-acre mixed-use redevelopment project in Jacksonville. Kimley-Horn partnered with The District's Community Development District (CDD) to provide professional consulting services for RiversEdge project, a 32-acre mixed-use development that's planned to transform Downtown Jacksonville's Southbank. The project is proposed to include 1,170 residential units, 200,000 square feet of office space, 200,000 square feet of retail space, a 125-slip marina, over 4.5 acres of public parks and public facilities, 1,950-foot addition to the Riverwalk, riverfront bars and restaurants, and a hotel. Our services on this project include the civil roadway and utility infrastructure design and the landscape/hardscape concept and design of the public roadways, parks, and Riverwalk expansion intended to serve the future private developments. We also provided sea wall & bulkhead design, brownfield environmental services, and permitting services. The following information is a more detailed description of the specific projects and services that Kimley-Horn is providing at RiversEdge.

Crystal Lagoons Beachwalk, St. Johns County, FL— Project manager. Kimley-Horn was selected to provide professional civil and landscape architectural services for the development of this luxury living community featuring a 14-acre crystal lagoon as the centerpiece—the largest man-made water feature in the U.S. The project includes 800 home sites, a clubhouse, and over 3 million square feet of retail and commercial space along CR 210. Kimley-Horn has been involved in this project since conceptual planning. Specific services provided include conceptual design, full civil/site plans, construction documents, permitting, bidding assistance, and construction phase services.

JEA Headquarters, Jacksonville, FL — Project manager. Kimley-Horn provided entitlement, site civil engineering, and permitting services for the 200,000-square-foot JEA Corporate Headquarters Office, located in downtown Jacksonville. Kimley-Horn is responsible for aiding JEA and their development team on entitlements (DDRB and DIA), and the preparation of site development drawings for the state-of-the-art office building.

Margaritaville Hotel, Jacksonville Beach, FL — Project engineer. Kimley-Horn provided civil engineering and landscape architectural services for this hospitality project in Jacksonville Beach. This 220-key resort includes retail and dining spaces in addition to an amenity deck with pool and beach access. Our specific services for this project include meetings and project coordination, site planning, mobility fee application, civil engineering and construction plan preparation, landscape architectural services permitting, coastal construction control line permitting (FDEP), and construction phase services. Kimley-Horn worked closely with City of Jacksonville staff to build consensus among the many stakeholders and to provide a design that exceeded client expectations while also ensuring that the public interface was properly addressed. In addition to the wonderful designs completed for the pedestrian areas around the property there are several other notable design solutions. All stormwater for the site will be captured and treated in a subgrade cistern system. Also, the parking deck utilizes a stacking system for the cars to allow for more usable space.

Joe Mecca, P.E. (continued)

Baptist/MD Anderson Cancer Center, Jacksonville, FL — Project manager. Kimley-Horn provided entitlement, traffic engineering, site civil engineering, and permitting services for the 505,000-square-foot Baptist/MD Anderson Cancer Center, located in downtown Jacksonville. Kimley-Horn is responsible for designing onsite stormwater facilities, water and sewer utilities, site grading, and aiding Baptist Medical Center and their team on zoning and land use entitlements, mobility fee negotiations, a major downtown traffic study, and the preparation of site development drawings for the state-of-the-art cancer treatment facility. This project won the 2017 Statewide Florida Planning and Zoning Association (FPZA) "Outstanding Redevelopment Award of Merit" and the 2018 Northeast FPZA "Before Its Time" Award.

The Barlow Apartments, Jacksonville, FL — Project manager. Both The Barlow and The Exchange apartment projects involved the redevelopment of three blocks of residential and commercial property on the eastern side of San Macro, along Kings Avenue and Philips Highway. These projects transformed this blighted part of San Marco and extended the sense of community energy and physical connectivity to the east side of the railroad tracks. The project was challenged by a variety of existing infrastructure constraints, contaminated soils, and the need for infilling stormwater management facilities into an existing, developed area. Kimley-Horn was responsible for entitlement planning, traffic engineering, site planning, site design, and permitting services associated with redeveloping this highly anticipated and needed project on the eastern side of San Marco. This project won the 2018 Northeast Florida Planning and Zoning Association (FPZA) "Outstanding Redevelopment Large Scale" Award.

The Exchange, Jacksonville, FL — Project manager. Both the Barlow and The Exchange apartment projects involved the redevelopment of three blocks of residential and commercial property on the eastern side of San Macro, along Kings Avenue and Philips Highway. These projects transformed this blighted part of San Marco and extended the sense of community energy and physical connectivity to the east side of the railroad tracks. The project was challenged by a variety of existing infrastructure constraints, contaminated soils, and the need for infilling stormwater management facilities into an existing, developed area. Kimley-Horn was responsible for entitlement planning, traffic engineering, site planning, site design, and permitting services associated with redeveloping this highly anticipated and needed project on the eastern side of San Marco. This project won the 2018 Northeast Florida Planning and Zoning Association (FPZA) "Outstanding Redevelopment Large Scale" Award.

Sagefield Apartments, Jacksonville, FL — Project manager. The Sagefield is a 230-unit apartment project located on a 9-acre site in the Oceanway neighborhood near the River City Marketplace. Currently under construction, this new, 274,590 square-foot, multifamily residential development will feature resort-style amenities and a unique farmhouse design. Kimley-Horn provided civil engineering, traffic engineering, and permitting services for this project.

Eastborough Apartments, Jacksonville, FL — Project manager. Kimley-Horn is providing professional engineering services for this 284-unit apartment complex located on just over 6 acres. This apartment community will be in close proximity to the Southbank healthcare complex, Interstate 95, and dining and retail options.

Ranch Road Apartments, Jacksonville, FL — Project manager. Kimley-Horn was retained by Aventon Holdings to provide professional engineering and planning services for the development of the Ranch Road Apartments in Jacksonville. The 18.88 acre, 324-unit, multifamily apartment complex is located near the Jacksonville International Airport. The project is unique in that it is a hybrid of both green-field development and redevelopment. Our services included limited due diligence, a PUD verification site plan, traffic data collection, traffic analysis report, mobility application, permitting, and civil engineering construction plan preparation services.

Philips Highway Multifamily, Jacksonville, FL — Project manager. Kimley-Horn is providing professional engineering services for this proposed 324-unit apartment complex on 21 acres in Jacksonville. Our specific services include civil engineering, site planning verification, permitting, dry utility coordination, and construction phase services.

Beach House Residential, Jacksonville Beach, FL — Project manager for the design and permitting of a 228-unit apartment complex at Jacksonville Beach. The project was a redevelopment of an existing mobile home park that was converted into a luxury apartment complex. Design aspects included a unique stormwater management system and meeting the developer's needs for an aggressive site plan.

Juan Fuentes, P.E., S.E., S.I., LEED AP

Structural Engineer

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Miami, 1999
- Bachelor of Science, Architectural Engineering, University of Miami, 1999
- Professional Engineer in Florida #62426, February 14, 2005
- LEED Accredited Professional 2008
- Special Inspector Threshold Buildings in Florida #62426, August 23, 2016
- Member: American Society of Civil Engineers (ASCE) and Urban Land Institute

Special Qualifications

- More than 24 years of structural engineering experience
- Involved in all aspects of a project from traditional design, bid, build to structural rehabilitation
- Worked on a variety of rehabilitation project types including spalling repairs, carbon fiber strengthening, and post-tension strengthening/repairs
- Member and Past President, Florida Structural Engineers Association, Member of American Society of Civil Engineers (ASCE) and Member of Urban Land Institute (ULI)

Relevant Experience

University of Miami Seawall Upgrades, Miami, FL — Project manager. Kimley-Horn has been retained by the University of Miami to provide professional services for two phases of seawall replacement construction, including preparation of construction documents, permitting, and construction phase services.

City of Miami Beach Seawall Improvements, Miami Beach, FL — Project manager. Kimley-Horn serves the City of Miami Beach under an on-call contract for various services. The City recently retained the firm for design services for the Dade Boulevard Seawall at the Miami Beach Convention Center. The new seawall is 993 feet in length and will utilize precast concrete post and panel framing system. The design will also incorporate a possible future bike path.

Virgin Islands Port Authority, Cyril E. King International Airport Parking Garage and Transportation Center, U.S. Virgin Islands — Project engineer. The Virgin Islands Port Authority (VIPA), an autonomous agency that manages both the airports and most of the public seaports in the U.S. Virgin Islands, has retained the assistance of Kimley-Horn for civil and structural engineering services for developing construction documents for a new parking and transportation center at the Cyril E. King Airport in St. Thomas, Virgin Islands. The proposed area of construction is located on the existing surface parking east of the existing airport terminal. The proposed parking garage will provide approximately 500 parking spaces for visitors, employees, and rental car operations. Associated with the parking garage, the project will include limited pedestrian connections through the existing roadway and limited roadway improvements within the Airport.

Johns Hopkins All Children's Hospital (ACH) Central Energy Plant (CEP) Utilities Upgrades, Miami, FL — Structural engineer. Johns Hopkins selected Kimley-Horn to perform a peer review of the existing civil and structural design for upgrades to the All Children's Hospital (ACH) Central Energy Plant (CEP) within the 5th Street S corridor. The CEP provides steam, chilled water, and backup generation for the ACH and outpatient care center (OCC) via a direct burial system of pipes and duct banks. Kimley-Horn's scope of services include peer review of the prior consultant's assumptions and field walk, peer review of the current 100% design development, identification of alternatives, preparations of calculations and exhibits, and a final report of findings which will include cost estimations and timelines. The final report will address the current design solution, suggested alternates, and other possible solutions such as maintenance strategies and additional upgrades.

Plantation Fire Station No. 2 Addition, Plantation, FL — Project engineer responsible for the design of the 4,200 sq. ft. addition to the existing fire station. The design required special attention at the new/existing diaphragm connection due to the existing building structure configuration.

Northeast Transfer Station Repair Documents, Miami-Dade County Solid Waste Department, FL — Project manager. Scope of services include professional architectural, civil engineering, structural, mechanical/plumbing engineering, electrical engineering and landscape, design services, construction engineering and inspection services.

Juan Fuentes, P.E., S.E., S.I., LEED AP (continued)

Miami Intermodal Center-Rental Car Facility Customer Service Lobby, Miami-Dade Transit, Miami-Dade County, FL — Project manager for a 120,000 sq. ft. steel roof design. Responsible for the structural steel design of the roof and precast panel cladding. Roof diaphragm required special attention due to the space frame opening. Extensive coordination was necessary to properly detail the clerestory window connections between the space frame and roof.

City of Sunny Isles Beach Continuing Structural Services Contract, FL — Project manager for the structural assignments of the continuing services contract. This contract intends to implement the City's comprehensive plan.

I-10 Rest Area, Florida Department of Transportation District II — Project engineer responsible for the design of the additions to existing structures. Project includes picnic shelters and canopies of varying heights. Canopies required the use of augercast pile foundations due to their close proximity to existing structures.

North Dade Maintenance Facility, Florida Department of Transportation District VI — Project engineer responsible for this phase II of the design/build project for FDOT District VI North Dade Maintenance Facility. Phase II included a single building containing eight-bay truck maintenance garage and 8,000 sq. ft. warehouse. The project also included miscellaneous structures such as material bins and canopy foundations for existing fueling facility.

City of Hialeah Solid Waste Building Addition, Hialeah, FL — Project engineer responsible for the design and construction documents of the 2,500 sq. ft. addition to existing building. The addition provided new administrative space for the solid waste department.

Pompano State Farmers Market, Pompano Beach, FL— Project engineer responsible for the design and preparation of construction documents for 25,000 square foot three story governmental office for Florida Department of Management Services.

Florida International University College of Health and Nursing Sciences, University Park Campus — Prior to joining Kimley-Horn, served as project manager responsible for the schematic design documents of the new $30 million five-story classroom and office building. The project has the unique challenges of a bridge linking the office and classroom building and a 300-seat column free auditorium. The floor structure also required a vibration analysis to ensure compliance with industry standards for microscope use.

Florida International University Central Chiller Plant Expansion Part B, University Park Campus — Prior to joining Kimley-Horn, served as project engineer responsible for the design and construction documents of the new 7,500 sq. ft. chiller plant. The chiller plant has the unique design challenge of a 20-foot-high parapet hiding the nine new cooling towers that will provide sufficient cooling capacity for the University's continued future expansion. The cooling towers are supported on a separate concrete frame structure that required a STAAD analysis for the interaction between concrete frame and diaphragm.

Section D – Other Information

About Our Firm

Founded in 1967, Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Over the years, we have grown from a small group of engineers and planners to one of the most respected consulting firms in the nation— and a recognized leader in public realm design. Today, Kimley-Horn has more than 6,900 employees in more than 100 offices across the United States and Puerto Rico, offering a full range of consulting services to local, regional, national, and international clients.

Kimley-Horn has all the ingredients of a successful consultant firm: a proven record of client service, adaptability, versatility, and responsiveness. Kimley-Horn's approach gives our clients the best of both worlds—the resources of a large, nationally ranked firm and the personal attention and response of a small dedicated professional team.

Local Presence

Kimley-Horn has had a presence in Northeast Florida for over 25 years. Our team has a long history of successful development projects for municipalities, private-sector clients, and public entities. Our varied project history and extensive experience and relationships with local regulators illustrates our ability to manage projects of different sizes, types, and complexities. We are known for guiding our clients through increasingly complex regulatory processes. With more than 75 qualified professionals in our full-service Jacksonville office, we have the availability to serve the City for this project.

Seawall and Bulkhead Experience

Kimley-Horn's structural and forensics team includes more than a dozen registered engineers and licensed engineering interns. We offer expertise in seawall, breakwater, bulkhead, revetment, pier, and jetty design and permitting; marina planning, design, and permitting; beach nourishment and erosion control projects; dredging; hydraulic modeling; and general marine and coastal construction.

A sample of our bulkhead and seawall design and inspection experience includes the repair of 900 feet of ocean seawall, toe wall construction and bulkhead improvements, refurbishing an existing ocean bulkhead, and constructing 770 feet of new ocean bulkhead on Palm Beach Island. We also evaluated the structural condition and repair requirements of 3,600 feet of aged ocean seawall in Palm Beach and recommended some immediate repairs and long-range inspection procedures. Our firm has also designed intracoastal and oceanside residential seawalls for a number of communities in Florida.

Angelina Fairchild, P.E., LEED AP recently led the design of structural and aesthetic improvements to the Avenida Menendez Seawall (South of Bridge of Lions) for the City of St. Augustine The purpose of the project was to revise/replace the existing seawall to raise the lowest section to improve flood protection for the adjacent historic district. Project aesthetics, including the concrete material and finishing of the seawall and its associated railing, were important elements and required coordination with and a presentation to the Historical Architectural Review Board (HARB).. Additional coordination took place with the City of St. Augustine to integrate a gate in the railing on top of the seawall to allow City maintenance to remove debris from the water. We also coordinated with the City's Harbormaster to avoid utility disruptions and maintain access to the marina throughout construction.

Environmental Permitting

Excellent working relations with local and permitting authorities. Kimley-Horn offers you a team of professionals highly experienced with regulatory permitting. Our staff understands agency procedures and their expectations, enabling us to minimize delays and revisions of submittals. As a result, we are well equipped to assist you with permitting processes. Over the past 30 years, we have worked closely with the appropriate regulatory agencies to permit many different types of seawalls within the North Florida region.

Grant Funding Administration and Compliance.

Our team has extensive experience administering grants including all reporting, file maintenance, and compliance with the terms of the funding. Additional experience pertains to financial and record retention of funding information and requirements, and assistance with the reporting of the Single Audit Act and information. We pride ourselves on our ability to stay up to date on the ever-changing requirements for funding opportunities, as well as staying on top of new available sources of funding. **Our team regularly attends webinars, conferences, and trainings, and are active members of the Grant Professionals Association and the National Grants Management Association to keep our skills current and sharp.**

Kimley-Horn considers ourselves navigators for our clients as we wind through the complexities associated with funding requirements, administration, and compliance. We put those responsibilities on our shoulders so your attention can be better spent on your other duties.

Our experts have experience in writing and applying policies and procedures as they relate to grants and other funding to include internal controls and compliance testing mechanisms. These policies and funding compliance help to ensure a smooth audit process, should one occur.

If desired, Kimley-Horn can provide the City with necessary tools and support, inclusive of required documents and forms related to grants and grant submissions, as well as grant administration training, including Davis-Bacon Act requirements pertaining to the grant and project activities for grant awards. Additionally, our team can act as the City's liaison with selected project consultants, contractors, and regulatory and funding agencies.

Laura Wittenbauer has over two decades working with grants. Her experience includes helping to ensure that grant accounting and financial reporting is consistent with governmental accounting standards and federal regulations regarding compliance, inclusive of the Florida Single Audit Act and contributions to the Annual Comprehensive Financial Report. Laura's previous experience included a Community Development Block Grant – Mitigation Infrastructure Improvement project for the City of Sarasota that provided resiliency improvements of rock revetment shorelines, a living shoreline, vegetated stepped floodwall revetments, channel restoration, stormwater improvements, and road elevation due to flooding issues. The grant award for this project was $10,418,271. Laura's previous efforts included working on the American Rescue Plan Act (ARPA) funding calculations for revenues. This work included reporting and helping to ensure compliance of fund utilization.

Trusted Subconsultant Partners.

When we formed our team for this project, our project manager **Kirk Drost, P.E.** was mindful to include two firms from our current on-call contract with the City of Fernandina Beach. **LG2 Environmental Solutions, Inc.** our environmental partner, and **Meskel & Associates Engineering,** our geotechnical partner, have worked on numerous projects with us across Florida and we are confident in the quality services they provide. Additionally, each firm has their own robust resume of bulkhead and seawall experience. Specifically, Meskel has provided services for 18 bulkhead and dock projects for the City of Jacksonville.

Section E – City Exhibits A-I

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBITS

EXHIBIT "A"	**Contact Sheet**
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**
EXHIBIT "I"	**Federal Requirements for ARPA Funds**

Note: Addenda 1-4 are provided at the end of the exhibits.

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "A"

CONTACT SHEET

Name: Kimley-Horn and Associates, Inc.

Federal Taxpayer ID: 56-0885615

Mailing Address: 12740 Gran Bay Parkway West, Suite 2350

City, State, & Zip Code: Jacksonville, FL 32258

Telephone: 904.828.3900 **Fax:** 561.863.8175

Email: kirk.drost@kimley-horn.com

Submitted By: Kirk Drost, P.E.

Title: Project Manager

Accounting Contact:

Name: Kasey Arroyo **Title:** Project Accountant

Email Address: kasey.arroyo@kimley-horn.com **Phone:** 407.427.1688

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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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 Waterfront Bulkhead.

2. This sworn statement is submitted by (entity) Kimley-Horn and Associates, Inc. whose business address is 12740 Gran Bay Parkway West, Ste. 2350, Jacksonville, Fland (if applicable) Federal Employer Identification Number (FEIN) is 56-0885615 (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 P. Mecca. P.E. and my relationship to the entity named above is Senior Vice 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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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 _____ February 8, 2023 Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of February, 2023, and is personally known to me, or has provided _____ as identification.

Sarah M. Crafford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG944484
Expires 1/6/2024

Sarah M. Crafford
Notary Public
My Commission expires: 1/6/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Kimley-Horn and Associates, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32258

SIGNATURE: _____ PHONE: 904.828.3900

NAME (TYPED OR PRINTED): Joseph P. Mecca, P.E. TITLE: Senior Vice President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Resilience Waterfront Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Kimley-Horn and Associates, Inc.

Authorized Signature:

Title: Senior Vice President

Date: February 8, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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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.~~ *No terms included in RFQ document, but Kimley-Horn looks forward to successfully negotiating a mutually agreeable contract.*

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 P. Mecca, P.E. Title: Senior Vice President

Signature: Date: February 8, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Waterfront Bulkhead

This sworn statement is submitted by (entity) Kimley-Horn and Associates, Inc. whose business address is 12740 Gran Bay Parkway West, Ste 2350, Jacksonville, FL and (if applicable) Federal Employer Identification Number (FEIN) is 56-0885615 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joseph P. Mecca, P.E. and my relationship to the entity named above is Senior Vice 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 not 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: February 8, 2023

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF Duval
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of February, 2023, and is personally known to me, or has provided _____ as identification.

Sarah M. Crafford
Notary Signature

My Commission expires: 1/6/2024

Sarah M. Crafford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG944484
Expires 1/6/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05.

This sworn statement is submitted by (entity) Kimley-Horn and Associates, Inc. whose business address is 12740 Gran Bay Parkway West, Ste. 2350 Jacksonville, Fland (if applicable) Federal Employer Identification Number (FEIN) is 56-0885615 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Joseph P. Mecca, P.E and my relationship to the entity named above is Senior Vice President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____ Date: February 8, 2023

STATE OF FLORIDA
COUNTY OF Duval
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 8th day of February, 2023 and is personally known to me, or has provided _____ as identification.

Sarah M. Crafford My Commission expires: 1/6/2024
Notary Signature

Sarah M. Crafford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG944484
Expires 1/6/2024

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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__X__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. *Please see information on attached pages.*

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

Kimley-Horn and Associates, Inc.	February 8, 2023
Firm	Date
	Joseph P. Mecca, P.E., Senior Vice President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 23,198 active projects in Florida, 34 of which had some form of litigation. Of these cases, 3 were dismissed, 19 were settled, and 12 are pending. This represents 0.1465% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal proceedings in Florida within the past five (5) years are as follows:

FLORIDA

Acosta Tractors, Inc. v Biltmore Construction Co, Inc, et al; In the Circuit Court of the 11th Judicial Circuit of Miami-Dade, Florida; Cause No 18-020135-CA-25; filed 2018; served 2022; alleged economic loss; pending

3315 Tower Condominium Association, Inc., v. Tower 3315, LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-019825-CA-01; filed 2020; alleged economic loss; settled; closed 2021.

Kala Gurley, as Personal Representative of the Estate of Jerry Bell, Deceased v Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA10855O; wrongful death claim; dismissed; closed 2019.

Angela Briguglio v Palm Avenue Hospitality Holdings LLC, et al; In the Circuit Court of the 12th Judicial Circuit of Sarasota County, Florida; Cause No 2022-CA-3952-NC; filed 2022; served 2022; alleged personal injury; pending

Vernon Brown v. Marriott International, Inc., et al: 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA007825O; filed 2019; personal injury claim; dismissed; closed 2019

Community Asphalt Corporation v. Wantman Group, Inc., et al; Florida Department of Transportation; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2018-029816-CA-01; filed 2018; alleged economic loss; pending

Cone & Graham, Inc. v. Kimley-Horn and Associates, Inc.; In the Circuit Court of Broward County, Florida; Cause No. CACE-21-014631; filed 2021; alleged economic loss; settled 2022; closed.

Kathleen Conti v. Simon Property Group, Inc., et al: 15th Judicial Circuit Court Palm Beach County; Case No. 502017CA008616XXXXMB Division: AE; filed 2017; personal injury claim; settled; closed 2019.

Jennifer Curell v Florida Department of Transportation, et al; 19th Judicial Circuit in and for St. Lucie County, Florida; Cause No. 562022CA001297AXXXXHC; alleged personal injuries claimed; pending

Florida Silt and Sod, Inc. v. City of Plant City, et al; 13th Judicial Circuit Court, Hillsborough County, Florida; Case No. 22-CA-004094; filed 2022; alleged economic loss; pending

Irene Gomes v. Aldi, L.L.C., et al; In the Circuit Court of the 11th Circuit, Miami-Dade County, Florida; Cause No. 2020-009878-CA-01; filed 2020; served 2022; alleged personal injuries claimed; settled 2022

Barbara Kline v. Simon Property, et al: 15th Judicial Circuit Court Palm Beach; Case No. 502019CA009925; filed 2019; served 2021; personal injury claim; settled 2022

Grande Oaks at Heathrow Association v Kolter Signature Homes, et al; 18th Judicial Circuit Court, Seminole County; Case No. 2020-CA-003188; filed 2020; alleged economic loss; pending.

Heron Bay Community Association, Inc. vs. WCI Communities, LLC, et al; 15th Judicial Circuit Court, Broward County; Case No.: CACE16003120; filed 2016; alleged economic loss; settled; closed 2020

Jennifer Lancaster v. VCC, LLC, et al; 15th Judicial District Court of Palm Beach County, Florida; Cause No. 502019CA011526; filed 2019; served 2020; alleged personal injuries claimed; settled; closed 2021.

Adrian E. Langford v. Suffolk Construction Co., et al; 12th Judicial Circuit Court, Sarasota County, FL; Cause No. 582020CA005449XXXANC; filed 2020; served 2021; alleged personal injuries claimed; pending

Lunacon Engineering Group, Corp d/b/a Lunacon Construction Group, Corp v. City of Homestead v. Kimley-Horn and Associates, Inc., et al: 11th Judicial Circuit Court Miami-Dade County, Cese No. 2017-000561-CA-01; filed 2017; alleged economic loss; settled; closed 2018.

Medline Industries, Inc. V. McShane Construction Company, LLC v. Ware Malcomb, Inc., et al.; 10th Judicial Circuit Court, Polk County, FL; Case # 2020-CA-0022790; filed 2020; alleged economic loss; pending

Harris Mitchell v. Frank Anderson, et al; 15th Judicial Circuit Court, Palm Beach County, Florida; Case No. 50-2019-CA-006676; filed 2019, served 2020; alleged personal injuries claimed; settled; closed 2020

Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc.; 11th Judicial Circuit in and for Miami-Dade County, Florida; Cause No. 2021-013239-CA-01; alleged economic loss; pending

Yolanda Peaslee v The City of West Palm Beach, et al; Circuit Court of the 15th Judicial Circuit, Palm Beach County, Florida; Cause No. 502021CA004964XXXXMB; personal injury claim; pending

Prime Properties International, LLC v. Kimley-Horn and Associates, Inc.: 10th Judicial Circuit Court, Polk County; Case No. 2017CA-002127; filed 2017; alleged economic loss: settled, closed 2017.

Sherri Reed v. Town Center Boca Raton Trust, et al; 15th Judicial Circuit Court Palm Beach; Case No. 21CA005161; filed 2021; personal injury claim; pending

Christ Rose v. Wal-Mart Stores, Inc., et al; 17th Judicial Circuit Court, Broward County, FL; Cause No. CACE-18-027255; filed 2018; served 2020; alleged personal injuries claimed; settled; closed 2021

Sema Construction, Inc. v. City of Altamonte Springs; 18th Judicial Circuit Court, Seminole County; Case No. 2015-CA-002951-15-W; filed 2016; alleged economic loss; pending.

Esther Silberman v Town Center at Boca Raton, et al; 15th Judicial District Court of Palm Beach Co, Florida; Cause No. 50-2018-CA-009724-MB; filed 2018; served 2021; alleged personal injuries claimed; settled 2021

Kevin Sona, et al v. Stone Creek Community Association, et al; Circuit Court of the Fifth Judicial Circuit, Marion County, FL; Case # 20CA0026; filed 2020; served 2021; alleged personal injuries claimed; settled 2022

Sunset Beach Investments, LLC v. Kimley-Horn and Associates, Inc.: 19th Judicial Circuit Court, St. Lucie County; Case No. 562013CA000383; filed 2013; alleged economic loss; settled; closed 2017.

Terrazas Riverpark Village Condominium Association, Inc. v. Windmoor Project LLC, et al; 11th Judicial Circuit Court, Miami-Dade County, FL; Cause No. 2020-017647-CA-01; filed 2020; alleged economic loss; settled 2021

Stacey Vasquez, a/k/a Stacey Leigh Gimson, as Personal Representative of the Estate of Frank Vasquez, III, v. Matthew J. West, et al: 13th Judicial Circuit Court, Hillsborough County; Case no. 15-CA-006839; filed 2015; traffic accident, wrongful death claim; settled; closed 2017.

Joan Weinstein v. Simon Property Group LP and The Town Center at Boca Raton Trust: 15th Judicial Circuit, Palm Beach County; Case No. 502016CA003199XXXXMB AG; filed 2016; personal injury claim; settled; closed 2017.

Deontra Williams v. Florida Department of Transportation., et al: 17th Judicial Circuit Court, Broward County; Case No. CACE-13-009427(05); filed 2015; bicycle accident, personal injuries claimed; settled; closed 2017.

Wal-Mart Stores East, LP, et al. v. Bandes Construction Company, Inc., et al; 15th Circuit Court, Palm Beach County; Case No. 2019CA005775; filed 2019; alleged economic loss; settled; closed 2019

Leticia Zavala, as Personal Representative of the Estate of Lorenzo Zavala, Deceased v Marriott International, Inc., et al; 9th Judicial Circuit Court, Orange County, FL; Case No. 2019CA9781O; wrongful death claim; dismissed; closed 2019.

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, snbgrants, 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 wheu this transaction was made or entered into. Snbmission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Kimley-Horn and Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Joseph P. Mecca, P.E., Senior Vice President
Printed Name and Title of Contractor's Authorized Official

February 8, 2023
Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance pnblished by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the ontcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to snbcontracts, subgrants and contract awards nnder grants.

5. If the organization filing the report in item 4 checks "Snb-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Inclnde Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and inclnde full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Not Applicable

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing ____ b. material change

Name and Address of Reporting Entity: __X__ Prime _____ Sub-awardee Tier_____, if Known: Kimley-Horn and Associates, Inc. 12740 Gran Bay Parkway West Suite 2350 Jacksonville, FL 32258 **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** Joseph P. Mecca, P.E. **Title:** Senior Vice President **Telephone No.:** 904.828.3900 **Date:** 1·8·2023
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding egency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizent agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administretion and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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	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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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 threatoned 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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	

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	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contrects pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refar the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standerds Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awerding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours end Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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 Weter Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency end the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an awerd exceeding $100,000 must file the required certification. Each tier certifies to the tier above thet 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Joseph P. Mecca, P.E. **TITLE:** Senior Vice President

ADDRESS: 12740 Gran Bay Parkway West, Suite 2350

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 2.8.2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. **[RFQ, page 1]** – Page 1 of the RFQ states "All information on the Price Submittal form must be provided, or the submittal may not be accepted." **Please disregard the above sentence in the RFQ. There is no Price Submittal form associated with this RFQ 23-05.**

2. The content of submittals was inadvertently left out of this RFQ. Please provide the following in your response.

   CONTENT OF SUBMITTALS

   Submittals should include the following:

   - **A narrative introductory cover letter (not to exceed two pages).**
   - **Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).**
   - **Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).**
   - **Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).**
   - **City Exhibits A-I**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Joseph P. Mecca, P.E. **TITLE:** Senior Vice President

ADDRESS: 12740 Gran Bay Parkway West, Suite 2350

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** 2.8.2023

1

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1) Is there a DBE/MBE/SBE goal for this project? **No**

2) Does the City of Fernandina Beach publish a list of DBE/MBE/SBE registered firms? **No**

3) **[RFQ, page 2] – The RFQ states "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." The hyperlink provided does not work.** *Please provide a valid link that we can use to provide our search results with our proposal.* **Please disregard this for the RFQ. This requirement will apply during the invitation to bid process.**

4) [RFQ, page 2] – Although it's not mentioned in Addendum #1, "Proposed Schedule" is part of the evaluation criteria in the RFQ. *Please confirm whether a schedule is still required in our submission, and if so: 1) is there a page limit on the Project Schedule, and 2) what section should we include this in?* **No**

5) [RFQ, page 2] – Although it's not mentioned in Addendum #1, in the "Experience of Team Members" evaluation criteria there is mention of the team demonstrating our understanding of the project. *Please confirm whether we are to include a project understanding/technical approach section in our technical proposal. If so, what are the page limitations and where should we include this section?* **No**

6) Addendum #1 does not mention an Organization Chart. *Should we include an org chart in the "Experience of the Key Team Members" section?* **No**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

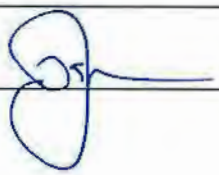
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Joseph P. Mecca, P.E. **TITLE:** Senior Vice President

ADDRESS: 12740 Gran Bay Parkway West, Suite 2350

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2·8·2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. Per Addendum #2, a Project Schedule is no longer required. This was part in the Evaluation Criteria/Scoring Breakdown in the RFQ (worth 20 points). Now that the proposal content has changed from the original RFQ, can you please provide an updated Evaluation Criteria/Scoring Breakdown by section? **The Evaluation Criteria has changed as follows:**

   Experience of the team members **50 points**
   Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

   Past Performance/References **50 points**
   Has the team members successfully completed similar projects and worked as a team previously on similar projects.

2. Are any previous geotechnical studies or bathymetric surveys available for this project? **No**

3. Can we provide more than 3 similar past performance/reference projects, keeping these within the 6 pages? **Yes**

4. Is this project funded by a grant? If so, may we request a copy of the grant proposal or executed grant for review? **It is funded by a State Grant. A copy of the executed grant will be provided to the consultant who is awarded the design contract.**

5. Does the City have their own geotechnical engineering firm under contract for this project, or will the submitter need to include a geotechnical firm on their team? **No, the submittal does not need to include the geotechnical firm the proposer intends to use.**

6. Does Exhibit "G", Non-Collusion Affidavit, need to be completed for this RFQ package? **All required forms (Exhibits A-I) need to be completed and included with the submittal.**

7. Which of the required forms will need to be completed by any sub-consultants? **None of the required forms need to be completed by any sub-consultants.**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

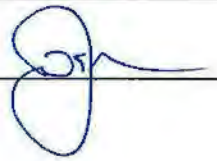
The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Joseph P. Mecca, P.E. **TITLE:** Senior Vice President

ADDRESS: 12740 Gran Bay Parkway West, Suite 2350

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 2·8·2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. May we provide our own in-house survey team, included in our proposal: May we provide our own in-house Construction Engineering and Inspection (CEI) team, included in our proposal? These are acceptable; however, it is not needed to be included as part of the RFQ. We are only looking for information relating to the qualifications and experience to provide the design and permitting phases.

2. Since there was no contract provided with the RFQ, will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? If selected by the City to submit a proposal, the firm will have an opportunity to discuss the terms of a contract.

QUALIFICATIONS
SUBMISSION

City of Fernandina Beach, Florida

RFQ 23-05 Resiliency Waterfront Bulkhead System Engineering and Design

Due Date & Time:
February 14, 2023 | 2:00 pm

Submitted To:
City of Fernandina Beach
Attn: City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

Submitted By:
McLaren Technical Services, Inc.
201 N. Magnolia Ave., Suite 101
Orlando, FL 32801
(407) 354-5411

McLaren ENGINEERING GROUP

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- 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
- Exhibit I_Federal Requirements for ARPA Funds
- Acknowledgement of Addendum

SECTION 1
COVER LETTER

February 10, 2023

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

Attn: City Clerk's Office – RFP #23-05

RE: Resiliency Waterfront Bulkhead System Engineering And Design

To the City of Fernandina Beach,

McLaren Technical Services, Inc. (McLaren) understands the City of Fernandina Beach (City) is seeking engineering design and permitting support services to repair and upgrade five segments of bulkhead systems along the waterfront downtown. McLaren is ideally suited for this assignment given our specialized capabilities in resilient shoreline design, experience with seawalls and bulkheads in Florida, and dedicated technical experts in each area of the anticipated scope of work. We employ a diverse staff of marine/civil/structural engineers, resiliency specialists, permit specialists, aerial/land/water surveyors, and specialists in envision sustainability and coastal design. Please consider the following key firm attributes as you review our proposal:

- **Waterfront / Marine Engineering Experts...**With the most advanced and reliable services available in-house, McLaren's marine + coastal engineering capabilities and size make us one of the most well-known marine focused engineering groups on the East Coast, and a top ten Marine and Port Facility design firm as ranked by Engineering News Record (ENR).
- **Close Proximity and Local Knowledge...**McLaren has been doing business in Florida for 25 years from our Orlando office. Our project experience includes bulkhead inspection and design services in Daytona Beach and Hillsboro Beach, marina redevelopment consulting for the City of St. Petersburg, construction engineering and foundation design for the St. Pete Pier, municipal infrastructure on-call engineering for City of Orlando, and wind action plans for beachside festivals in Ft. Lauderdale.
- **Bulkhead Experience...**Having designed thousands of marine structures, McLaren is well versed in developing constructable and durable repairs for seawalls, bulkheads, wharves, and pier structures. We often develop innovative engineering solutions for bulkhead structures which are built using various methods of construction. Our experience with the structural design, geotechnical engineering, and maintenance and rehabilitation of bulkheads will add value to the City's project.
- **Marine + Coastal Division...**McLaren's marine + coastal division is comprised of over 40 technical staff consisting of project managers, designers, engineers, and planners with a broad range of marine + coastal resiliency expertise. Our waterfront experience includes feasibility studies, resiliency studies, coastal engineering, and design for bulkheads, piers, platforms, floating docks, floating terminals, dams, and more.

- **In-House Professional Engineer Divers...**The added benefit of using McLaren is the fact that we employ professional engineer divers that are highly skilled in the identification and evaluation of damage and deterioration and in the development of constructible, durable repairs of waterfront structures such as wharves, piers, and platforms.
- **Depth of Staff...**Our 200+ staff includes skilled civil, geotechnical, structural, marine, and mechanical engineers, PE divers, licensed surveyors, regulatory / permit specialists, construction management specialists, specification writers, and CAD designers experienced in the latest computer-aided design equipment and software.
- **Regulatory Permitting....**McLaren has a significant amount of experience preparing minimally invasive and environmentally friendly shoreline repair design documents that were accepted and permitted by governing agencies. We have developed and maintained healthy relationships with regulatory agencies and reviewers providing our team with the unique network necessary to efficiently push these permits through the regulatory process.

McLaren is very excited by the potential of this project and we look forward to the next stage of the selection process. Upon review of the information presented herein, if you should have any questions or require additional information, please do not hesitate to contact us at (407) 354-5411 or via email at ahabel@mgmclaren.com and wmccarthy@mgmclaren.com. Thank you for your time and consideration.

Very truly yours,

The Office of McLaren Technical Services, Inc.

Andrew Habel, PE
Florida Regional Director

William J. McCarthy, III
Vice President

SECTION 2

EXAMPLES OF PREVIOUS WORK

FERNANDINA HARBOR MARINA

Breakwater + Floating Docks Replacement

Project Description

McLaren provided structural design of the piles to secure a new 800 foot long wave attenuator to replace the existing storm-damaged structures and increase the harbor's resiliency to future events and environmental conditions. We also peer-reviewed the wave attenuation system design and floating dock designed by Marinetek.

New structures included an 809 ft southern wave attenuator, and a new 25 x 16 ft landing floating dock. Design load specifications were provided for a new 30 ft gangway and a new 80 ft gangway.

LOCATION

City of Fernandina, FL

CLIENT

Fender Marine Construction

DATES

2020

SERVICES

Environmental Investigations
Marine Engineering
Site Investigations
Structural Design

REFERENCE

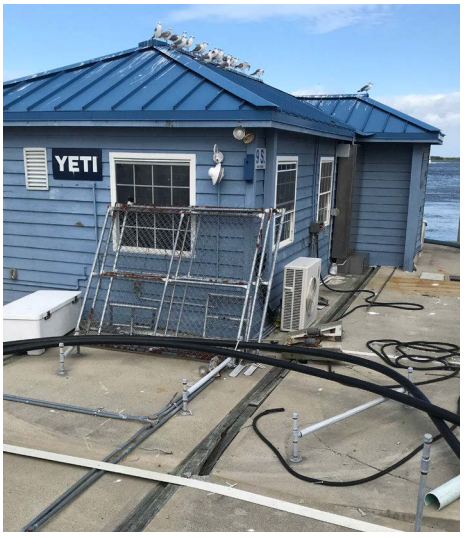
Fender Marine Construction
Michael Williams
407.481.2750
mwilliams@fendermarine.com

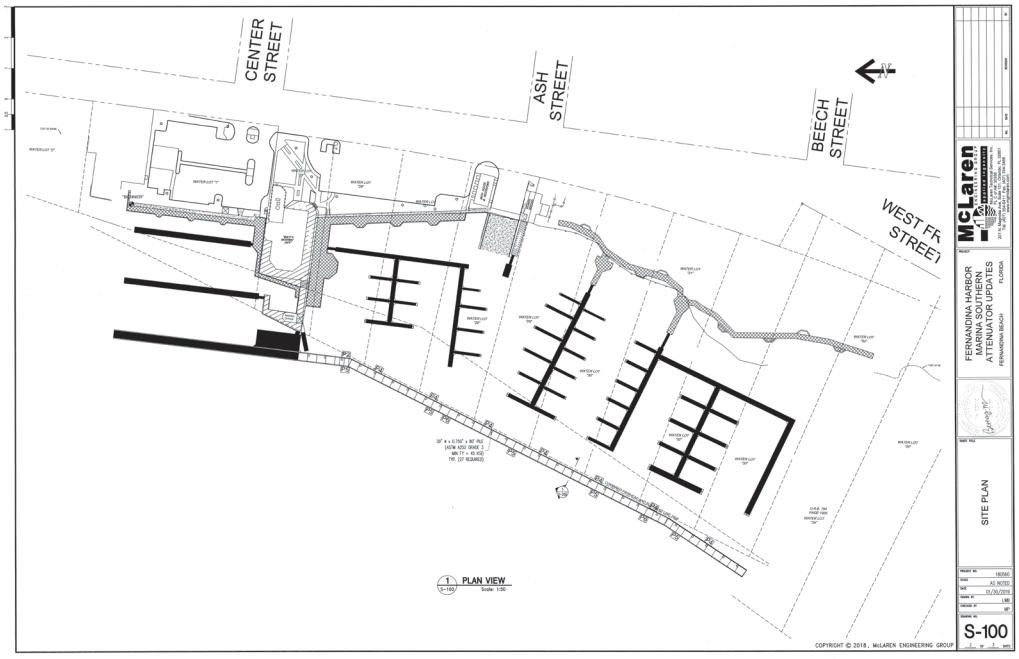
McLaren ENGINEERING GROUP

McLaren's Roles

McLaren's scope of work involved review of existing data, site inspection, schematic design for the new pile systems to support the new attenuator and floating docks, design development, and construction documents.

McLaren peer reviewed our client's design criteria to confirm environmental loads to be used for the analysis (wind, wave, and current), live loads, dead loads, and mooring/berthing loads. Using these loads, McLaren designed a pile system to secure the southern wave attenuator and floating docks.





HILLSBORO BEACH YACHT CLUB

Seawall Inspections and Design Services

Project Description

Since 2006, McLaren has provided marine engineering and waterfront inspection services to the Hillsboro Beach Yacht Club. Our overall scope of work included evaluations of the condition of the seawall infrastructure, estimations on the useful remaining life of the structures, and recommendations to extend the life of the seawall.

McLaren Roles

In 2019, McLaren completed a structural condition assessment of the existing concrete seawall with steel rod tiebacks. The existing seawall is approximately 300 ft long with a timber boardwalk located outboard of the seawall. We inspected the exposed top and side of the seawall and also assessed the condition of the exposed steel rod tiebacks behind the wall at select locations.

Upon completion of the inspection, we prepared a letter report that included a summary of the inspection, observed conditions, photographs, and recommendations.

Prior to this, McLaren was retained by Hillsboro Beach Yacht Club to inspect the settlement and cracked patio slabs observed at nearby villas. The goal was to determine the cause of settlement and provide repair recommendations.

LOCATION

Hillsboro Beach, FL

CLIENT

Hillsboro Beach Yacht Club

DATES

2006-2019

SERVICES

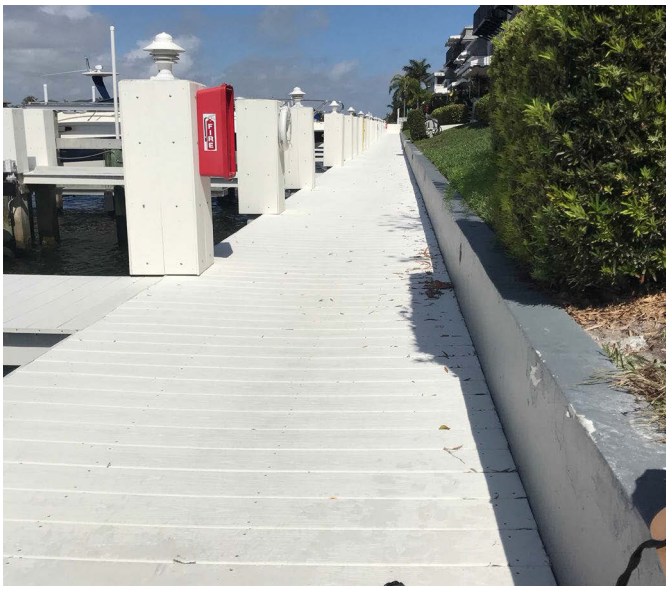
Marine Engineering
Inspection, Maintenance & Rehabilitation
Structural Evaluation
Forensic Evaluation
Rehabilitation Design & Remediation

REFERENCE

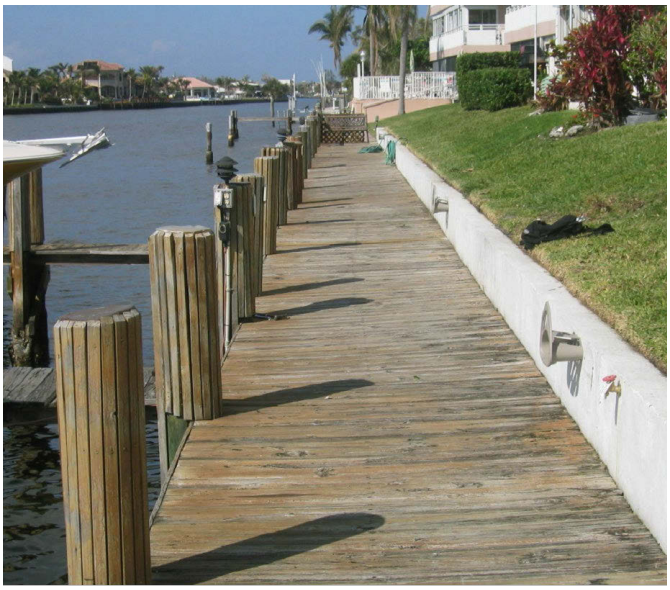
Hillsboro Beach Yacht Club
1194 Hillsboro Mile
Hillsboro Beach, FL 33062
Frank Eliseo
(954) 428-6036
Frank1194@bellsouth.net

McLaren performed a site investigation (from land and water) to determine the root cause of the settlement problems and propose a remediation plan. The primary challenge in this effort was that inspection required excavation of segments behind the seawall to verify the condition of dead-man anchors.

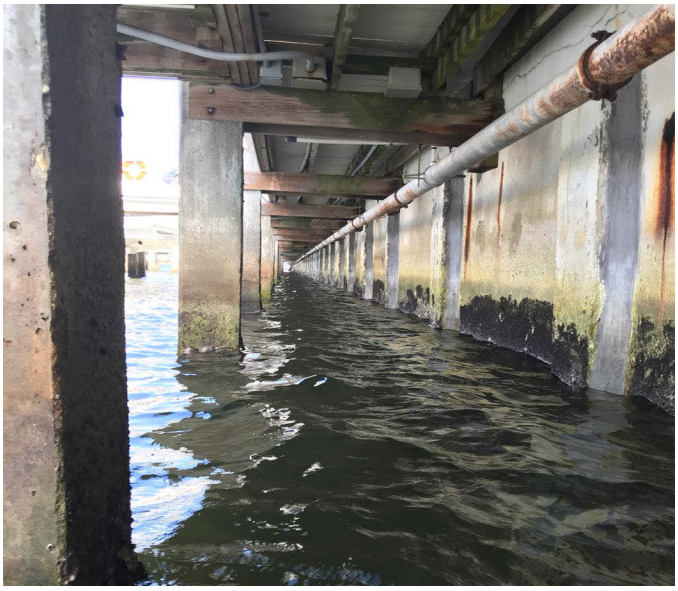
Following the site investigation, McLaren performed a stability analysis of the seawall, as well as a drainage analysis, in an effort to determine the most suitable technical solution for this issue. A report was issued with repair recommendations that resulted in the reduction of sheet-pile seawall deterioration and the redirection of the drainage for roof runoff from the Club building, both of which helped prevent additional settlement of the patios.



2019 Inspection

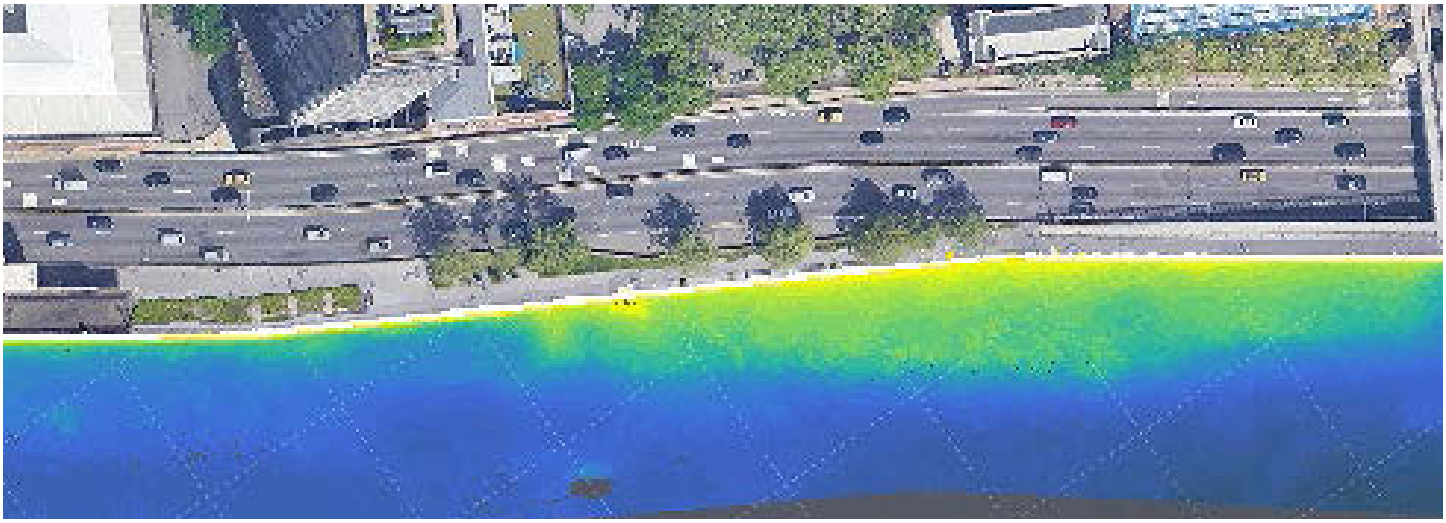


2006 Inspection



2019 Substructure Conditions

2006 Substructure Conditions



EAST RIVER ESPLANADE

Seawall Rehabilitation

McLaren was selected to replace or rehabilitate selected shoreline structures (e.g., low-level relieving platforms and concrete gravity wall structures) at three sites along the FDR Drive, and later expanded to four sites during the design phase. The project goal was to bring these waterfront structures to a state of good repair.

To deliver on the wide range of design tasks, McLaren led a diverse team of consultants and contractors through four design programs which were managed concurrently. This team included landscape architects, civil, MEP, and cost estimating subconsultants as well as several contractors in support of field investigations. Additionally, the team coordinated with several key stakeholders including NYCT, NYCDOT, Con Ed, NYSDEP, USACE, NYCDSBS, NYCDCB, and also attended community meetings.

Field investigations included the execution of a geotechnical boring program, test pits, bathymetric and utility surveys, as well as environmental probing investigations. With this data, as well as data collected during our underwater inspections, McLaren's team developed construction drawings, specifications, cost estimates, and local, state, and federal permit packages.

Area 1: East 114th St to East 117th St – Low level relieving platform
Area 2: East 90th St to East 94th St – Low level relieving platform
Area 3: East 62nd Street to East 63rd Street - Low level relieving platform and concrete gravity wall.
Area 4: East 76th Street to East 81st Street – Granite Block and Concrete Seawalls.

LOCATION

New York, NY

CLIENT

NYC Parks

DATES

2017-Present

CORE SERVICES

Civil Engineering
Structural Engineering
Marine Engineering
Geotechnical Engineering
Regulatory Permits
Surveys (Topo / Hydro)
Construction Support

REFERENCE

The Olmsted Center
Flushing Meadows – Corona Park
Flushing, NY 11368
Terence McCormick, PE
Chief of Architecture, Engineering, and Capital Needs Assessment
(718) 760-6688
Terence.McCormick@parks.nyc.gov

McLaren ENGINEERING GROUP

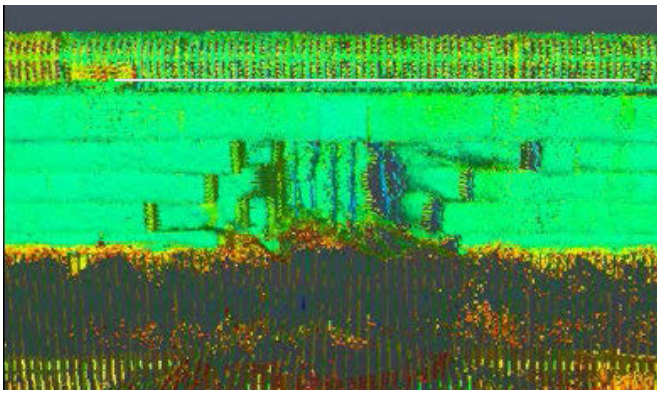
Project Highlights

Lack of As-Built Drawings – Due to the age of the various structures which comprise the esplanade, accurate as-built drawings and details were not available. To overcome this issue, McLaren utilized a combination of specialty engineering services and knowledge. Our in-house engineer divers completed an in-depth inspection and collected data to generate construction documents. This effort included collection of cross-sectional data, exposed heights, mudline conditions, as well as identification of unique conditions. Our team was able to design for conditions often overlooked by non-divers. As one example, McLaren divers identified gravel layers hidden below a thin layer of silt which could have represented construction phase cost and schedule risks.

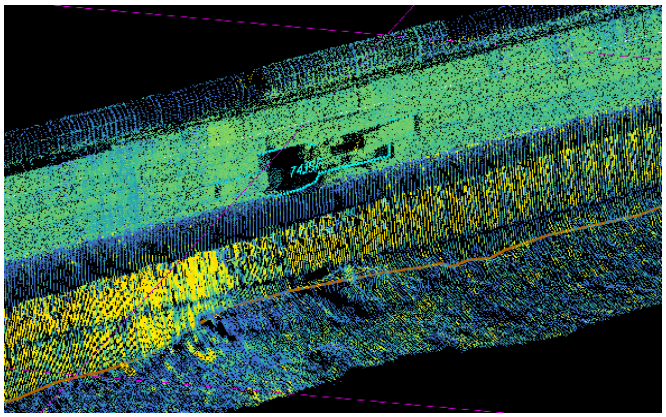
Application of LiDAR and Multibeam Survey Technology for Inspection of the 76th St. Esplanade – Granite blocks had dislocated and/or fallen out of the gravity wall at isolated locations along this segment of the esplanade. Due to harsh site conditions (e.g., high currents and wave action from passing vessels), McLaren implemented a combined survey and inspection program which included the application of multibeam survey technology to create a highly detailed model of the above water and underwater seawall conditions.

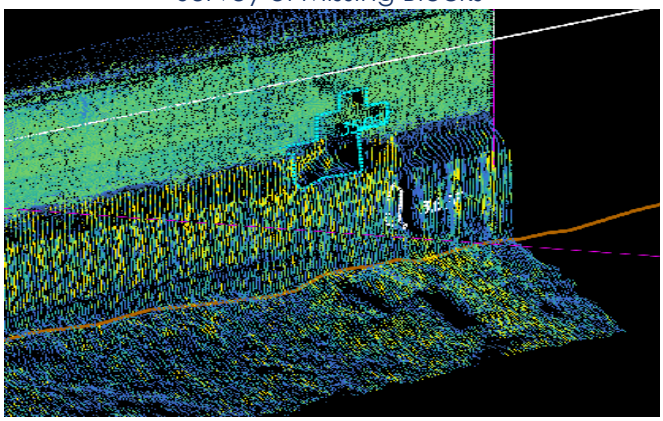
Utilizing LiDAR and Multibeam point cloud technology, McLaren was able to identify the exact location, quantity, and size of the missing granite blocks (as shown in the photos below). With this data, McLaren engineer divers were able to maximize the impact of our limited dive windows during slack tides by allowing the team to target specific locations identified in the model. This use of technology allowed our team efficiently utilize our unique engineer-diving capabilities. Specifically, this approach allowed our engineer divers to focus on detailed design and constructability inspection data collection rather than bulk data, which was captured by the Lidar system. The end result was improved quality at a reduced cost.

Deteriorated Section of Granite Block Seawall



LiDAR + Multibeam Echosounder Point Cloud Survey of Missing Blocks





3D Models

McLaren ENGINEERING GROUP

SECTION 3
RESUMES

ANDREW HABEL, PE, SE

Project Director

BIO

Andrew Habel is a structural engineer with 18 years of experience in the structural design and inspection of commercial, multi-family residential, marine structures, and entertainment structures. Andrew has proven project management experience working for local, state, and federal clients. He has a wide variety of structural engineering experience, allowing him to take on several roles without sacrificing efficiency and accuracy. His prior work experience includes structural inspections, analysis, design of structural systems, peer reviews, report preparation, and construction administration. He is proficient in using AutoCAD, ETABS, SAFE, and RISA3D for computer modeling. A proactive and ambitious leader, he is well versed in all phases of the design process.

As Florida Regional Director, Andrew leads McLaren's Orlando engineering team. His group manages projects in the transportation, government, education, entertainment, real estate development, marine, mixed-use, energy, industrial, and healthcare markets.

RELEVANT PROJECTS

St. Petersburg Pier Construction Engineering Services | St. Petersburg, FL
Project Manager responsible for the structural analysis of portions of the then-partially completed St. Petersburg Pier for construction vehicle loading. Andrew led the analysis of the pier for the worst-case combination of loads using dead, live, wave, and wind loads, as well as a review of the scaffolding layout for the various floors of the building constructed at the pier head. Scope included development of a calculation package and design revisions for a pile-supported grillage system to support the scaffolding. Additionally, Andrew coordinated with the scaffolding contractor to help determine requirements for the number of scaffolding verticals and cribbing requirements to keep the floor loading from construction loads to within the design capacities listed in drawings.

Daytona Shores Seawall | Daytona Beach, FL
Structural Engineer responsible for the inspection report of finding for a leaning seawall at Daytona Beach Shores Hotel.

YEARS OF EXPERIENCE

18

EDUCATION

BS, Civil Engineering, University of Alabama, 2004

LICENSES

Professional Engineer:
FL #69819

Structural Engineer:
GA #SE000756

McLaren ENGINEERING GROUP

ANDREW HABEL, PE, SE

Project Director

City of Orlando Continuing Professional Structural Engineering Services | Orlando, FL
Under a continuing professional consultant agreement in structural engineering, Andrew served as Project Manager for structural inspection, analysis, and design services for City projects on an on-call basis. Examples of projects Andrew completed under this contract include: City Hall Parking Garage Assessment, Fire Station 1 Roof – Structural Review, Fire Station 8 Wall Crack Assessment, and Lake Eola Chinese Ting Dock Assessment.

St. Petersburg Municipal Marina Redevelopment Condition Assessment + Cost Estimating | St. Petersburg, FL
Project Manager for a condition assessment prior to an anticipated redevelopment of the Municipal Marina. Performed a complete condition assessment to provide the City with a construction cost estimate and construction schedule for the Concept Marina Design if the City were to self-perform the construction for the marina.

Marina and Lagoon Barge Mooring Analysis | Orlando, FL
As Project Director, Andrew provided marine engineering services for facility modifications, including the design of mooring for barges in the client's marina and adjacent lagoon. Andrew managed the design services for the marina including determining mooring forces for barges, specifying pre-engineered mooring bollards, designing mooring bollard anchorage/concrete foundations, and performing an analysis of the adjacent concrete seawall to confirm overturning and sliding stability against barge mooring forces. The design services for the lagoon included determining mooring forces for barges in their show configuration, design of new mooring dolphins, analysis of existing mooring platforms, design of mooring chains/hardware, design of Dyneema rope mooring lines/hardware, and design of mooring anchor plates driven into the lagoon bottom. Design as specified in the 2017 Florida Building Code.

Seawall Collapse Repairs | Weehawken NJ
Project Engineer for the emergency engineering and monitoring services provided in response to a collapsed portion of the northern seawall at Pier C. The collapse was due to the failure of the supporting timber substructure during a storm event. Repair design documents and construction administration were prepared.

Bertram Yacht Marina Inspection and Report | Miami, FL
Project Engineer for the inspection of above-water and in-water inspections of the marina topside structures, piers, and finger piers. Andrew provided an assessment report of the various structures onsite for use as a due diligence report by the client.

Pasco-Hernando State College Pedestrian Bridges | New Port Richey, FL
Project Director for the construction engineering, bridge engineering, and structural engineering services for the Health and Wellness Trail pedestrian bridges. The three bridges were constructed of timber piles and timber pile caps with solid sawn lumber stringers, decking, and guardrails. The piles, framing, and connections comprising the three bridges were designed for the worst-case combination of loads using dead, live, and wind loads as specified in 2020 Florida Building Code.

DAVID
JONES, PE

Marine Engineer / PE Diver

BIO

David Jones is a licensed FL PE and ADCI-certified diver with 15 years of experience in the inspection, design, and permitting of waterfront structures including bulkheads, berths, piers, docks, bridges, and fender systems. David is a proven leader and dedicated marine engineer with a history managing large-scale waterfront design projects consisting of underwater investigations, esplanade rehabilitation / reconstruction, design of piers, fender systems, docking structures, and more. As a PE-Diver, he has conducted numerous above and underwater investigations of marine facilities throughout the U.S. He has managed several waterfront rehabilitation design projects with construction costs in upwards of $100M. Specialties include bulkhead inspection and design, project management, and waterfront rehabilitation design.

RELEVANT PROJECTS

St. Pete Municipal Marina Safe Harbor - Structural Review + Cost Estimate | St. Petersburg, FL
As Project Manager, David assisted the City of St. Petersburg with a review of construction cost estimates and repairs at the Central and South Basin of the City's municipal marina. David's work consisted of a review of the design documents, criteria, specifications, and inspection findings. He visited the marina to view the condition of the existing items and developed an engineer's estimate inclusive of quantities and unit pricing. David also managed the team, worked with the City, and prepared a cost estimate and construction schedule for the project.

NYC Parks East River Esplanade | New York, NY
As Project Manager and Lead Marine Engineer, David assisted NYC Parks with rehabilitation of four segments of waterfront esplanade comprised of low-level relieving platforms, high level relieving platforms, and seawall structures such as concrete gravity walls. David worked directly with NYC Parks to develop a comprehensive reconstruction and rehabilitation program intended to bring the structures to a state of good repair and extend their overall service life. He was responsible for project planning, prioritization of existing funding from a life cycle cost perspective, site investigations,

YEARS OF EXPERIENCE

15

EDUCATION

MCE, Civil Engineering, North Carolina State University, 2016
BS, Civil Engineering, Lehigh University, 2007

LICENSES

Professional Engineer:
FL #90113

CERTIFICATIONS

ADCI, Surface-Supplied Air Diver, #46833
OSHA Confined Space Safety Entrant, Attendant, Supervisor (29 CFR 1910.146)
OSHA 10 Hour Construction Safety Training
Transportation Worker Identification Credentials (TWIC)
Secure Worker Access Consortium (SWAC)
CPR, First Aid, Oxygen Administration, and Bloodborne Pathogens

DAVID JONES, PE

Marine Engineer / PE Diver

scheduling, budgeting, coordination with subconsultants and contractors, design development, and construction phases. He also supported contractor bidding, construction administration, and provide on-site construction support.

NYCDOT St. George Ferry Terminal Bulkhead Rehabilitation | Staten Island, NY
As Project Manager and Lead Marine Engineer, David worked with the NYCDOT to rehabilitate 1,260 linear feet of steel sheet pile bulkhead, piles, and bracings for the platform down to the substructure elements at Slips 3-6. David's work included investigation, design, permitting, federal grant documentation, and construction oversight.

New Rochelle Marina Seawall Replacement | City of New Rochelle, NY
As Project Manager and Lead Marine Engineer, David provided investigation, design, permitting, procurement support, and construction phase services for the removal of approximately 160 linear feet of missing or damage timber walers and the installation of a timber pile reinforced timber waler system. He reviewed the FEMA project workplan and coordinated with the agency on this federally funded project. Through his efforts, David successfully secured an additional $196,854 in FEMA budget for the City. Since this work was funded by a FEMA-grant, scheduled to expire at the end of 2020, David managed an expedited design and permitting effort to develop construction documents, obtain permitting approvals, and receive grant funding.

Losee Park Bulkhead Reconstruction | Tarrytown, NY
Project Manager and Lead Marine Engineer for this bulkhead reconstruction project. Taking over the project in January 2019, David led the redesign of the project to encompass an additional phase of shoreline reconstruction, permitting approvals, and construction oversight. The scope included the removal of an existing steel sheet pile bulkhead and failing shoreline, and installation of a stone revetment shoreline and concrete retaining end-wall.

NYCEDC East River Bulkhead Design Level Inspection | New York, NY
Project Engineer for the design level inspection of the East River Bulkhead between the Brooklyn Maritime Building and Pier 35 in the East River. Tasks included collection of design level data for the rehabilitation of the various waterfront structures, development of bid drawings and specifications, and project permitting. The estimated construction value of the of the bid documents was $2.5 million.

Amorco Wharf Inspection | Martinez, CA
David was the PE-Diver for an underwater condition assessment of the wharf structures per Marine Oil Terminal Engineering and Maintenance Standards (MOTEMS). His work included scheduling, budgets, mobilization, site safety and inspection of the piles supporting the Wharf, including the fender system. He used ultrasonic calibrated instruments to determine remaining steel thicknesses and cathodic potential readings and extracted timber cores.

PANYNJ Condition Survey Brooklyn Piers and Bulkheads | Brooklyn, NY
Engineer Diver for the topside and underdeck inspection at this port facility. David performed inspections of the steel bulkhead structures and the timber and steel piles with concrete extensions. His inspection work included the use of ultrasonic calibrated instruments to determine remaining steel thicknesses and cathodic potential readings, the collection of pile diameter measurements, extraction of timber core samples from structures being inspected during the dive, and computer-based data collection.

TODD
MANSON, PE, ENV SP

Coastal Design + Resiliency Specialist

BIO

Todd Manson is a licensed PE and Envision Sustainability Professional with 15 years of coastal engineering, environmental permitting and project management experience for city and state agencies, federal agencies and local municipalities. His specialties include ocean & coastal engineering, wave modeling erosion, sediment transportation modeling, and regulatory permitting for waterfront construction. In addition to his extensive design experience, Todd has over 10 years managing regulatory review processes and permit applications. As a WEDG-certified associate, Todd guides clients through the certification process for projects that meet the criteria relative to three pillars of waterfront design excellence: resilience; ecology; and access.

RELEVANT PROJECTS

Atlantic Marine Pier Reconstruction | Jacksonville, FL
Marine Engineer for the replacement design of 450' heavy load Pier. Todd assisted with the preparation of demolition plans for the existing Pier and the development of design plans for construction of a new pier using the existing piles, bents and integral berthing dolphins. He also detailed the mooring design and bulkhead improvements. The new pier was designed to moor a CG-47 class Navy warship.

St. Pete Municipal Marina Safe Harbor - Structural Review + Cost Estimate | City of St. Petersburg, FL
As a Coastal Specialist, Todd assisted with the internal preparation, project management planning, and attended a call with the City and developer to discuss the proposed plans. He reviewed engineers estimates, design documents, criteria, specifications, inspection findings, and quantities / unit prices for the cost estimates.

NYC Parks FEMA-Funded Shoreline Stabilization at Five Sites | New York, NY
As Project Manager, Todd is working with the City to bring five segments of shorelines up to a state of good repair and to optimize the waterfront sites for long-term sustainability. His duties include permit acquisition, investigation, design, bid support and construction support services to restore segments of the waterfront

YEARS OF EXPERIENCE

15

EDUCATION

BS, Ocean Engineering, University of Rhode Island, 2007

LICENSES

Professional Engineer:
FL #92389

Envision Sustainability Professional (ENV SP)

CERTIFICATIONS

WEDG Associate, Waterfront Alliance
NYSDEC Erosion and Sediment Control Qualified Inspector (45T-052014-13)
OSHA 10-Hour Construction Safety and Health Training
Transportation Worker Identification Credentials (TWIC)
CPR/AED, First Aid

and landward perimeter including fencing and vegetative cover restoration. The project is funded through a FEMA Grant including mitigation and resiliency efforts.

Delaware River Waterfront Commission (DRWC) South Philadelphia Wetland Project | Philadelphia, PA
As Project Manager and Lead Coastal Engineer, Todd organized and managed site investigations including an underwater dive inspection of the existing piers. Todd developed concepts consisting of natural processes in bank stabilization and unique and innovative wave energy dissipation designs.

NYCEDC On-Call Maritime Engineering – Asset Management Group | New York, NY
As Lead Coastal Engineer and Project Manager, Todd is providing inspection, survey, and coastal evaluation services for NYCEDC-owned waterfront assets. Todd has managed five projects to date, consisting of routine inspections, baseline inspections, hydrographic surveys, UAS-based survey, and topographic surveys of riprap / stone revetment shorelines. He worked directly with the NYCEDC, performed site inspections, coordinated subconsultants, and developed inspection reports capturing existing conditions and recommendations for corrective actions.

Seawall Collapse Repairs & Building Monitoring | Weehawken NJ
Marine Engineer for the emergency engineering and monitoring services provided in response to a seawall collapse due to the failure of the supporting timber substructure during a storm event in 2009. Todd assisted in the preparation of calculations, submittals, repair design documents and assisted with construction administration.

Hallett's Point Waterfront Development | Astoria, NY
As Project Manager, Todd is providing consulting services for the preparation of construction documents for the rock revetment shoreline stabilization, waterfront esplanade foundations, as well as the permitting efforts required to obtain the necessary State, Federal, and City waterfront permits. Todd managed the design development, permit, and the construction administration (current) phases. The shoreline and foundation design were developed to resist flood erosion and flood loads, and designed per current NYC codes and regulations including NYCBC Appendix G.

Bulkhead at Lincoln Harbor | Weehawken, NJ
Marine Engineer for the design and preparation of construction documents for repair of bulkhead using composite sheet piling and deadmen. Todd also participated in the research and review of historical documentation, development of multiple design alternatives, and an increased linear footage of bulkhead repairs. His responsibilities included the preparation of permit applications for the proposed Bulkhead Repair at Lincoln Harbor as well as construction administration.

New Stapleton Waterfront | Staten Island, NY
As Project Manager, Todd is managing the final design of Phase 2 and Phase 3 of the Staten Island New Stapleton Waterfront. Todd met with the client and developed construction drawings and technical specifications for the rehabilitation of the bulkhead and rip-rap slopes, with detailed coordination with other consultants on adjacent design projects. He assisted with permit modifications and coordination, City agency meetings, and collaborative design team meetings.

Harborside Marina | New Bern, NC
Marine Engineer for the investigation into various scenarios and loading conditions for the Harborside Marina Pile Anchorage system. Todd assisted with the preparation of a letter report documenting the results of our investigation including a summary of each load case applied and the resulting minimum number of piles required to withstand the loads.

CRAIG PLATE, PE

Bulkhead Design Specialist / PE Diver

BIO

Craig Plate is a licensed professional engineer and ADCI-certified diver with 15 years of underwater inspection, engineering design, project management and contract management experience. Craig is an accomplished engineer and project manager, as shown through his successful history working with City and State agencies. He has performed structural analysis, design, load rating and rehabilitation design on all types of waterfront structures including piers, bulkheads, and bridges. Specialties include underwater inspections per ASCE guidelines, rehabilitation design of waterfront platforms, bulkheads, piers, and floating structures at marine facilities.

RELEVANT PROJECTS

USCG Curtis Bay Bulkhead Replacement | Baltimore, MD
As Project Manager and Lead Marine Engineer, Craig led the full design replacement of a 270 linear foot bulkhead consisting of anchored steel sheet piles at this USCG Station. As PE Diver, Craig led the inspection the structural elements of the bulkhead, followed by the preparation of an inspection report of their findings. Craig performed preliminary calculations, managed the preparation of conceptual design, and coordinated with the USCG to continue the design through construction while supporting the submission of permit applications and modifications.

Gansevoort Bulkhead Replacement | New York, NY
Project Manager involved with the reconstruction of the bulkhead at the Gansevoort Marine Transfer Station. Craig's project tasks included an underwater condition inspection of the facility and the design of a new steel sheet pile bulkhead and concrete platform for the full length of the site. The bulkhead is approximately 450 long.

Port of Houston Structural Inspection and Repair Design of Wharves 47, 48, and 1E | Houston, TX
As Project Manager and Lead Engineer, Craig led a detailed design level underwater inspection of wharf structures in the Port of Houston. He reviewed drawings, previous inspection reports, and repair data to determine the safest and most efficient means of completing the inspections. Craig also prepared field

YEARS OF EXPERIENCE

15

EDUCATION

BS, Civil Engineering,
Manhattan College, 2007

LICENSES

Professional Engineer:
FL# 90240

CERTIFICATIONS

ADCI Surface-Supplied-Air-Diver, #46833
#FHWA-NHI-130053 Bridge Inspection Refresher, 2020
#FHWA-NHI-130078 Fracture Critical Inspection Techniques for Steel Bridges, 2019
#FHWA-NHI-130055 Safety Inspection of In-Service Bridges, 2015
#FHWA-NHI-130091 Underwater Bridge Inspection Course, 2010
NYSDOT Methods of Bridge Inspection Course, 2015
Transportation Worker Identification Credentials (TWIC)
OSHA-30-Hour Construction Safety Course
CPR, First Aid, Oxygen Administration, and Bloodborne Pathogens

CRAIG PLATE, PE

Bulkhead Design Specialist / PE Diver

inspection data sheets and assisted with the development of a pile information database to streamline documentation and data reduction. In the field, Craig led the inspection of priority repair elements and obtained repair details and quantities. Upon completion, he generated repair quantities, defect location plans and annotated photo location plans that were used to develop repair design drawings.

NYC Parks East River Esplanade - Bulkhead Rehabilitation | New York, NY
As a Senior Project Engineer, Craig assisted with the project planning, site inspection, and design development phases at the East 90th and East 60th project sites. Craig coordinated with the dive team, assisted with the presentation of the findings, conceptual development report, and performed a quality control review of the design drawings at each milestone.

United Nations International School - Wharf Inspection and Design Services | New York, NY
Craig is the Project Manager and Lead Marine Design Engineer for an on-going inspection, design, permitting, and construction administration services contract with UNIS. He completed underwater inspections, site investigations, document review, report preparation, test pit observations, design, permitting, and construction administration to repair high-level relieving platform, bulkhead, and timber fender systems along the campus waterfront. Dive inspections were conducted in accordance with the NYCEDC Waterfront Maintenance Management System (WFMMS) manual.

PANYNJ Marine Terminal Piers and Bulkheads - Condition Survey and Repair Recommendations | Brooklyn, NY
Project Manager and Lead Marine Engineer for the topside and underdeck inspection at the New York Marine Terminal in Brooklyn. Craig led a three-person inspection team. His work included the use of ultrasonic calibrated instruments to determine remaining steel thicknesses and cathodic potential readings, the collection of pile diameter measurements, extraction of timber core samples from structures being inspected during the dive, and computer-based data collection. Craig oversaw the preparation of a condition survey report, identified critical deficiencies, made design repair recommendations, and worked within the Port's Structural Integrity Database (SID) for infrastructure management.

Penns Landing Pier Inspection and Engineering | Philadelphia, PA
As a Lead Marine Engineer and PE Diver, Craig completed a repair design inspection to determine the condition and structural capacity of Piers and Wharves along the Penn's Landing waterfront. He planned, mobilize, and completed an ASCE-Level I, underwater inspection of the 225-foot-long Pier 25, located on the east bank of the Delaware River. Craig prepared a condition inspection report with an assessment of the present condition, recommendations for immediate repairs, cost estimates, and photographs. The bulkhead / boundary of the pier is comprised of three different construction types: low-level timber platform; three-foot-high timber cut-off wall with large stone fill; and a low-level timber platform with a timber block seawall on the outboard side and a granite block seawall on the inboard side.

USCG On-Call Ocean A&E Services - Four Facilities Waterfront Inspections | USCG Sector, NC
As Team Leader / PE Diver, Craig performed Level I & II underwater inspections that consisted of timber pile supported piers, high level concrete platforms, timber dolphin clusters, rubber fenders, wharves, bulkheads, floating docks, launch ramps and finger piers. Craig prepared inspection reports for each of the facilities complete with photos, field notes, service life estimates and construction cost estimates including rehabilitation vs. repair recommendations.

KAITLYN
FREGA, CFM, ENV SP

Regulatory Permit Specialist

BIO

Kaitlyn Frega is a project engineer, Envision Sustainability Professional, and Certified Floodplain Manager, with a master's degree in Environmental Engineering. Kaitlyn manages regulatory and environmental permitting processes associated with marine construction, which includes coordination with a multitude of governing agencies such as the USACE and USCG. Kaitlyn's specialties include marine and waterfront structures such as bulkheads, piers, docks, ferry landings, and wharves, generation and preparation of regulatory waterfront permit applications, Environmental Assessment writing, LOMC development, and obtaining project WEDG / Envision sustainability certifications.

RELEVANT PROJECTS

Bulkhead Replacement at The Pennant | Baltimore, MD
Permit Specialist for rehabilitation of 650 LF of timber and steel bulkhead as well as two 160-foot timber marina piers, including joint permitting of bulkhead construction through MD Department of the Environment and US Army Corps of Engineers.

NYC Parks FEMA Funded Shorelines - Lemon Creek Marina | Staten Island, NY
Regulatory Permit Specialist for the rehabilitation of this marina damaged by Hurricane Sandy and experiencing excessive sedimentation. Kaitlyn reviewed the dredge sediment sampling plan, researched and reviewed permit requirements, and prepared permit applications.

Delaware River Waterfront Corporation (DRWC) South Philadelphia Wetland Project | Philadelphia, PA
Permit Specialist and Project Engineer for the design of ecologically and community-centered concepts for a unique riverfront ecological park on the Delaware River. Design concepts include employing natural process in bank stabilization and innovative wave energy dissipation designs. Kaitlyn is reviewing the permit requirements, setting up meetings with the agencies and working on the project team to develop the waterfront design.

YEARS OF EXPERIENCE

8

EDUCATION

MS, Environmental Engineering and Science, Johns Hopkins University, 2021
BS, Environmental Science, Villanova University, 2015
BA, Geography, Minor in Sustainability, Villanova University, 2015

CERTIFICATIONS

Certified Floodplain Manager (CFM)
Envision Sustainability Professional (ENV SP)
WEDG-Certified, Waterfront Alliance

KAITLYN FREGA, CFM, ENV SP

Regulatory Permit Specialist

USACE Coastal / Marine Engineering Services for Pier Rehabilitation | Norfolk, VA
Project Engineer and Regulatory Permit Specialist involved with the preliminary design and permits to safely moor three, 65-ft. long hydrographic survey vessels at Fort Norfolk in the Port of Virginia. Kaitlyn assisted with the development of the design and managed the regulatory permit review process. This included preparation of permit applications and working with regulatory agencies (USACE, Virginia Department of Environmental Quality, & Public Design Commission).

NYCDOC VCBC Barge & Bulkhead Repairs-Permitting | New York, NY
As Permit Specialist and Project Engineer, Kaitlyn was involved with a structural integrity investigation, engineering and permitting required to restore the cellular sheet pile bulkhead and upland connections to full function. The bulkhead was corroded, resulting in the formation of holes and loss of fill from behind the bulkhead. To prevent additional holes from forming in the bulkhead, sacrificial anodes were installed along the sheet pile. Recycled plastic lumber bumpers were installed to protect the protection system. Kaitlyn researched, reviewed, and updated permit packages (DEC, DOB, DSBS).

Village of Tarrytown Losee Park Shoreline Restoration | Tarrytown, NY
As Permit Specialist, Kaitlyn prepared environmental permit applications for the reconstruction of a bulkhead as part of a shoreline project on the Hudson River. Kaitlyn prepared USACE NOIA, DEC and DOB applications and managed the overall process that included the project stakeholder meetings, meetings with the permitting agencies, assistance with public notifications and responses to questions.

Kingston Waterfront Resiliency Design and Engineering | City of Kingston, NY
Kaitlyn served as a Project Engineer during the schematic and final design of shoreline improvements to protect the area from flooding and mitigate the impacts of future storm surges. Kaitlyn met with the advisory committee to discuss the project and coordinate site investigations. She performed the site investigations, prepared a reconnaissance report and coordinated with the permitting agencies. As part of the schematic design, she detailed the design criteria for the bulkhead and shoreline. Kaitlyn continued to work with the permitting agencies and assist the client with applications, design discussions and public meetings.

Port Imperial Walkway Shoreline Inspection and Permitting | Weehawken, NJ
Kaitlyn served as the Lead Permitting Specialist for a shoreline protection project along portions of the Port Imperial waterfront. She prepared NJ State and Federal permit application packages for USACE, and NJDEP, and acted as the liaison between the client and regulatory agencies to determine a design that would be permittable and meet the needs of the client. Kaitlyn participated in the site investigation, permitting, and construction support phases and attended client meetings related to the shoreline repairs.

NYCDOT NYS DEC Permit Renewal Support | New York, NY
As Regulatory Permitting Specialist, Kaitlyn spearheaded the issuance of a 10-year standing maintenance permit for all NYCDOT facilities throughout the city. The permit allows minor maintenance work to occur without substantial review from the NYSDEC to help expedite the permitting and construction processes. She worked early on with agencies to ensure that all recent regulations changes were addressed in advance, so that the permit could be issued on time for programmed waterfront rehabilitation projects underway.

SECTION 4
ADDITIONAL INFORMATION

St. Pete Pier Structural Analysis, Design, and Construction Engineering Services

Atlantic Pier Engineering for Demolition + Reconstruction and Topside Civil Engineering

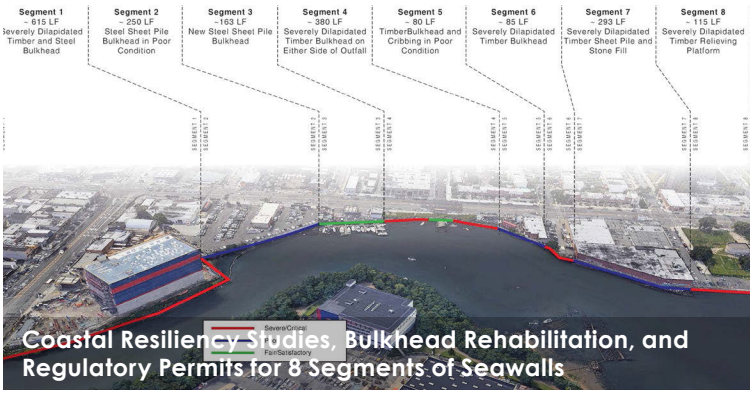
Experience in Florida

McLaren's Orlando office was opened 25 years ago. Since that time, we have completed hundreds of projects for City and State agencies, local municipalities, construction contractors, and other A&E firms. Projects have included alternative energy, commercial facilities, entertainment facilities, industrial or manufacturing facilities, live performance productions, marine structures, public infrastructure, retail, signage, and theme park and amusement facilities. Recent examples of our work includes the following projects:

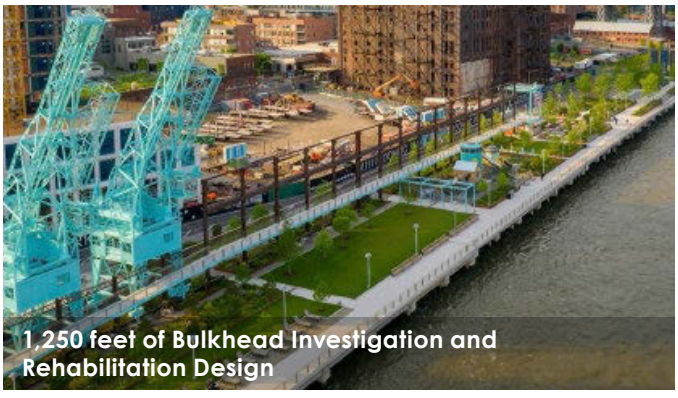
- Marina Breakwater + Floating Docks Replacement (Fernandina Beach, FL)
- Atlantic Pier Engineering Demolition + Reconstruction (Jacksonville, FL)
- Yacht Club Seawall Structural Inspection + Repair Design (St. Petersburg, FL)
- Pier Structural Analysis + Construction Engineering (St. Petersburg, FL)
- City of Orlando On-Call Structural Engineering Services Agreement since 2010 (Orlando, FL)
- Seawall Inspection + Repair Design (Hillsboro Beach, FL)
- Faena Art Center Structural Analysis Services (Miami Beach, FL)

Bulkhead Investigation, Analysis, and Design

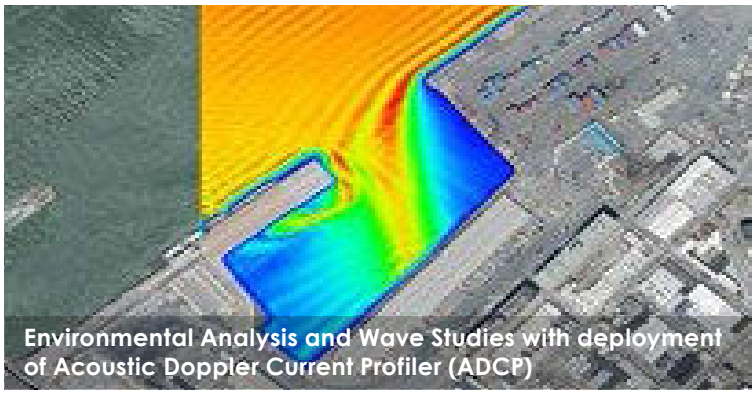
For 46 years, McLaren has dealt with the complexities associated with renovating or retrofitting existing waterfront construction. With in-house, PE-led underwater inspection teams we are able to determine the most cost effective, technically suitable design for rehabilitation, adaptive reuse or replacement. Much of our firm's work deals with structures that are 50 to 100 years old or more for city and state agencies. Utilizing our own engineers as inspectors rather than subcontracting provides additional benefits. They can efficiently and accurately assess the structural significance of deterioration and visualize the potential rehabilitation options while they are performing the inspection. They are also familiar with both traditional and advanced materials and various methods of construction, costs, specifications, and means of analysis for new and existing construction.

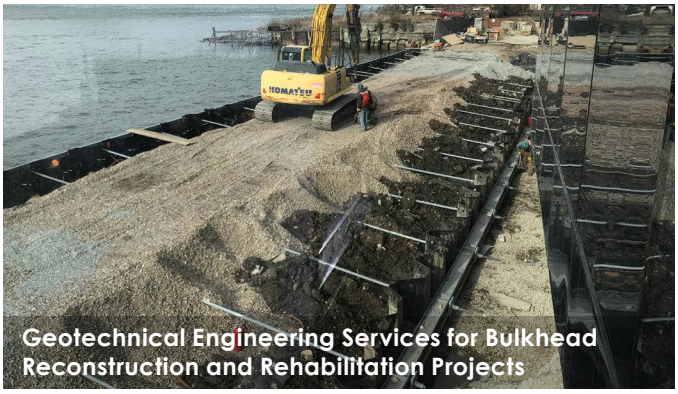


Coastal Resiliency Studies, Bulkhead Rehabilitation, and Regulatory Permits for 8 Segments of Seawalls



1,250 feet of Bulkhead Investigation and Rehabilitation Design


Environmental Analysis and Wave Studies with deployment of Acoustic Doppler Current Profiler (ADCP)


Geotechnical Engineering Services for Bulkhead Reconstruction and Rehabilitation Projects

Coastal Engineering, Resiliency, and Sustainability

While there are many firms with structural and geotechnical marine engineers, few also have an entire market focus on delivering services related to coastal engineering and resiliency. McLaren has a dedicated team of coastal engineers that can assess site-specific wind, wave, current, and water level conditions for both existing and future site conditions. Conditions are used to determine the environmental forces for structural and geotechnical design. We have both custom and commercial coastal tools including wind and wave rose algorithms, coastal wave transformation models (for wave generation and refraction/diffraction), and mooring analysis. Our goal is to integrate resilient & sustainable design thinking into the process from the beginning, working closely with the client and stakeholders so that resilient strategies for coastal sea level rise and storm events informs the decision on practical feasibility for the desired risk reduction.

Management of Regulatory Permits

McLaren employs full-time staff dedicated to waterfront permitting and regulatory services. We have obtained thousands of regulatory approvals with a specific focus on waterfront projects. Our dedicated staff understands the regulations and how to navigate the web of agencies. As the liaison between permit agencies and our clients, McLaren is regularly in conversation with reviewers from state and federal agencies. Through this correspondence, we have learned about the structure of the agencies, which reviewers are helpful and willing to answer questions, and which reviewers are harder to reach.

Geotechnical Engineering

The design and rehabilitation of marine structures frequently requires a detailed understanding of the geotechnical conditions below the mudline. McLaren has extensive experience performing this type of investigation and has worked with many boring contractors. Additionally, McLaren is well versed in developing appropriate soil design parameters for both vertical and laterally loaded structures. Our expertise with both marine and building foundation design, as well as familiarity with soils, allow us to formulate the most targeted and cost effective geotechnical boring program and foundation design.

Construction Administration / Construction Management / Resident Engineering

The benefit of using McLaren is the fact that we provide construction administration and resident engineering services within each of our divisions. We provide qualified, trained individuals to ensure that all material, methods, workmanship and end products meet the technical and quality requirements of the construction documents. To minimize construction contractor change orders, designs are reviewed for constructability and cost. These reviews are led by McLaren's marine construction and cost specialists, each of whom have an extensive amount of design and construction experience on the waterfront. During project bid and construction administration phases, these staff are key in properly evaluating contractor bids and heading-off potential construction related risks.

SECTION 5
CITY EXHIBITS AND ADDENDUM

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: William J. McCarthy, III

Federal Taxpayer ID: 11-3089183

Mailing Address: 201 N Magnolia Avenue, Suite 101

City, State, & Zip Code: Orlando, FL 32801

Telephone: 407.354.5411 **Fax:** 201.746.8522

Email: wmccarthy@mgmclaren.com

Submitted By: McLaren Technical Services, Inc.

Title: Vice President

Accounting Contact:

Name: Gerard DiTrolio, CPA, CGMA **Title:** CFO Chief Financial Officer

Email Address: gditrolio@mgmclaren.com **Phone:** 201.775.6000

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-05.

2. This sworn statement is submitted by (entity) McLaren Technical Services, Inc. whose business address is 201 N Magnolia Avenue, Suite 101 and (if applicable) Federal Employer Identification Number (FEIN) is 11-3089183 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is William J. McCarthy, III and my relationship to the entity named above is Vice 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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

____ The person or affiliate was placed on the convicted 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.)

William J. McCarthy III 2/9/2023
Signature Date:

STATE OF NEW JERSEY
COUNTY OF Bergen

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of February, 2023, and is personally known to me, or has provided _____ as identification.

DONNA J. MURRAY
NOTARY PUBLIC OF NEW JERSEY
Commission No. 50086675
My Commission Expires July 23, 2023

Donna J. Murray
Notary Public
My Commission expires: 7-23-23

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: McLaren Technical Services, Inc.

CITY: Orlando STATE: FL ZIP CODE: 32801

SIGNATURE: William J. McCarthy III PHONE: 407.354.5411

NAME (TYPED OR PRINTED): William J. McCarthy, III TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: William J. McCarthy, III / McLaren Technical Services, Inc.

Authorized Signature: William J. McCarthy III

Title: Vice President

Date: 2/9/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: William J. McCarthy, III Title: Vice President

Signature: William J. McCarthy III Date: 2/9/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05

This sworn statement is submitted by (entity) McLaren Technical Services, Inc. whose business address is 201 N Magnolia Avenue, Suite 101 Orlando, FL 32801 and (if applicable) Federal Employer Identification Number (FEIN) is 11-3089183 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William J. McCarthy, III and my relationship to the entity named above is Vice 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 not 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.

William J. McCarthy III
_____
Signature Date: 2/9/2023

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF NEW JERSEY
COUNTY OF Bergen

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of February, 2023, and is personally known to me, or has provided _____ as identification.

Donna J. Murray
Notary Signature

My Commission expires: 7-23-2023

DONNA J. MURRAY
NOTARY PUBLIC OF NEW JERSEY
Commission No. 50086675
My Commission Expires July 23, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05.

This sworn statement is submitted by (entity) McLaren Technical Services, Inc. whose business address is 201 N Magnolia Avenue, Suite 101 Orlando, FL 32801 and (if applicable) Federal Employer Identification Number (FEIN) is 11-3089183 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is William J. McCarthy, III and my relationship to the entity named above is Vice President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

William J. McCarthy III 2/9/2023
Signature Date:

STATE OF NEW JERSEY
COUNTY OF Bergen
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 9th day of February, 2023, and is personally known to me, or has provided _____ as identification.

Notary Signature My Commission expires: 7-23-2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

McLaren Technical Services, Inc.	2/9/2023
Firm	Date
William J. McCarthy III	William J. McCarthy, III - Vice President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, McLaren Technical Services, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

William J. McCarthy III

Signature of Contractor's Authorized Official

William J. McCarthy, III - Vice President

Printed Name and Title of Contractor's Authorized Official

2/9/2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

NOT APPLICABLE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:_____** **_____Print Name: _** **_____** **Title: _____** **Telephone No.:_____Date: _____**	
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**	

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’ 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: William J. McCarthy, III **TITLE:** Vice President

ADDRESS: 201 N Magnolia Avenue, Suite 101

CITY: Orlando **STATE:** FL

AUTHORIZED SIGNATURE: William J. McCarthy III **DATE:** 2/10/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: William J. McCarthy, III **TITLE:** Vice President

ADDRESS: 201 N Magnolia Avenue, Suite 101

CITY: Orlando **STATE:** FL

AUTHORIZED SIGNATURE: William J. McCarthy III **DATE:** 2/10/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: William J. McCarthy, III **TITLE:** Vice President

ADDRESS: 201 N Magnolia Avenue, Suite 101

CITY: Orlando **STATE:** FL

AUTHORIZED SIGNATURE: William J. McCarthy III **DATE:** 2/10/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: William J. McCarthy, III **TITLE:** Vice President

ADDRESS: 201 N Magnolia Avenue, Suite 101

CITY: Orlando **STATE:** FL

AUTHORIZED SIGNATURE: William J. McCarthy III **DATE:** 2/10/2023

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STATEMENT OF QUALIFICATIONS

CITY OF FERNANDINA BEACH, FL

RFQ 23-05

RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

February 14, 2023

PREPARED BY:

PASSERO ASSOCIATES
engineering architecture

In association with:
ENVIRONMENTAL RESOURCE SOLUTIONS (DBE)

4730 Casa Cola Way, Suite 200
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SECTION 01

LETTER OF QUALIFICATIONS

PASSERO ASSOCIATES
engineering architecture

February 10, 2023

Wanda Weaks
Purchasing Agent
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

Re: RFQ 23-05 Waterfront – Resiliency Waterfront Bulkhead System Engineering and Design (City of Fernandina Beach, FL)

Dear Ms. Weaks:

The City of Fernandina Beach (City) and Passero Associates (Passero) **share a history of exceptional service to the Fernandina Beach Community,** including resiliency planning and physical improvements on the City's Waterfront. In 2023, the City needs a **trusted partner** to provide the technical services needed to continue meeting the needs of the community's waterfront, while providing outstanding dedication, value and service.

If selected, **Passero Associates hopes to again be that trusted partner,** and offers this Statement of Qualifications in response to RFQ 23-05. We stand ready to serve the City, with a proven team of marine / resiliency professionals, **the same team members that successfully delivered the overall waterfront resiliency plan AND the first phase of implementation / construction in Parking Lots C & D.**

It is a fact that **no other firm (in the history of development with the City), has stood side-by-side with City staff and Commissioners (like Passero staff)** in the number of special meetings, commission meetings, public meetings and workshops needed to solicit valuable, "real" input on the physical development of City projects, **including Resiliency and Waterfront Improvements.**

Thank you for your consideration, and as always, if you have any questions concerning Passero's qualifications, please contact me directly on my cell at 904-753-2093, in the office at 904-757-6106, or via email at aholesko@passero.com.

Sincerely,

Andrew M. Holesko, CM, MBA
CEO / Program Manager

SECTION 02

QUALIFICATIONS SUMMARY

Qualifications Summary

In response to criteria one "Experience of the Team Members", please note the **Top Three Summary Attributes** of our team members.

1. Consistency: Passero's team members are a mix of dedicated professionals. Except for Leona Lewis, PE, each team member already has a detailed understanding of the riverfront project area and the specific needs and challenges of the eventual implementation of the design. Passero staff already work there, have planned projects there, and have successfully designed and supported the City's construction improvements on the riverfront:

Challenges that could be unexpected by other consultant teams:

a. How to address the grade transitions from the Parking Lot C bulkhead to the boat ramp, and then a similar transition from the boat ramp to the Parking Lot B Bulkhead.

b. The location and eventual re-use of the Brett's Waterway Restaurant site, and its impacts to bulkhead redevelopment.

c. The sensitivity of design and construction activities, coordinated with adjacent/private landowners north of Centre Street.

2. Knowledge/Efficiency/Value: Based on the proven experience of Passero's team members, the delivery of the design and permitting needed would proceed in the most efficient manner (i.e., time savings), lowest cost (i.e., since we don't need to "learn" on the job), and least amount of risk, since Passero staff have worked on the City's riverfront, successfully, for years.

3. Dedication to Success (with the City): Passero staff are focused, proven, capable, and dedicated to the delivery of successful projects to the City.

In response to criteria two, "Past Performance and References," please note the **Top Three Attributes** of our past performance with the City of Fernandina Beach.

1. On-time / On-schedule Delivery: Passero staff have a decades-long list of successful projects delivered to the City, on-time, and on-budget.

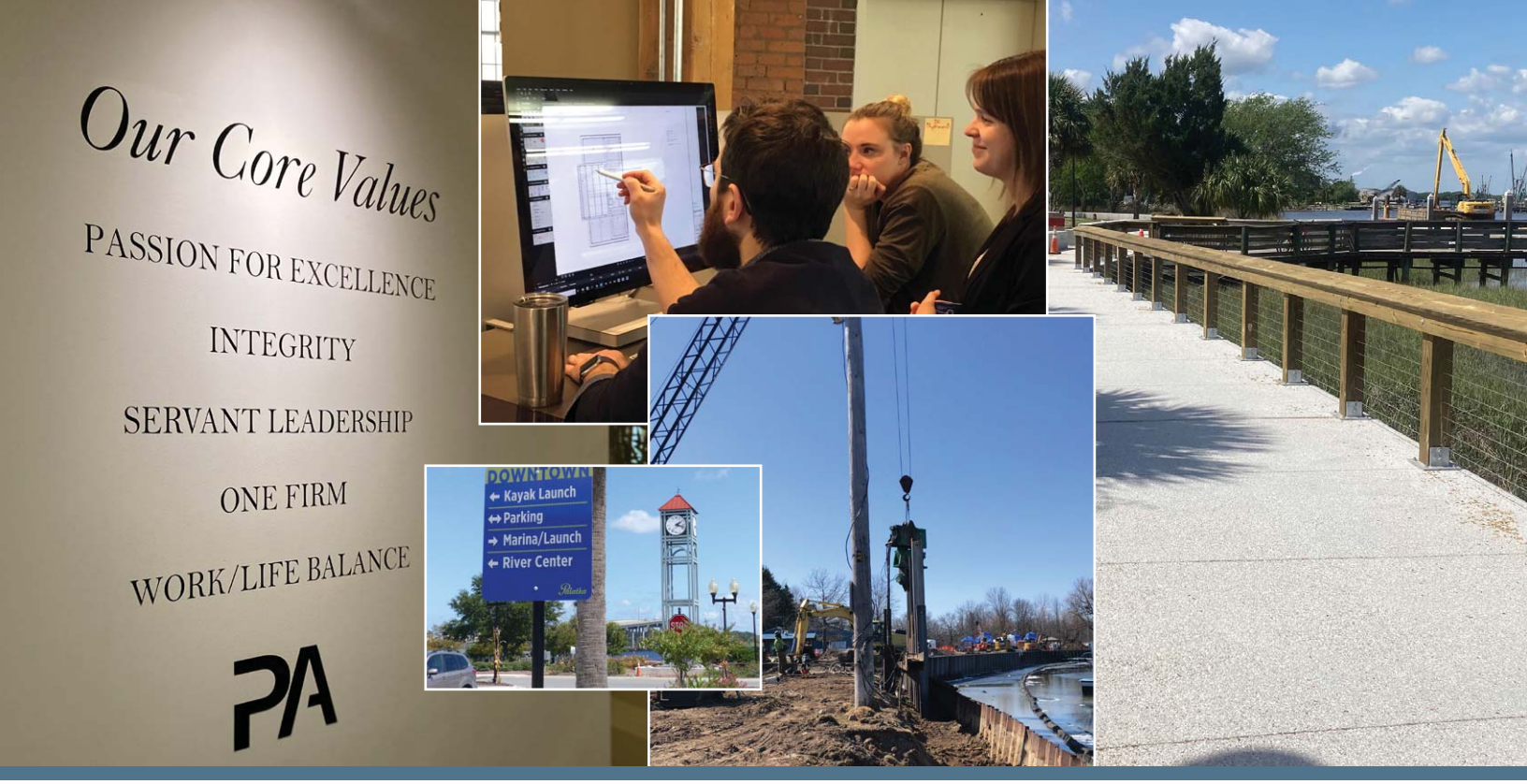
2. Ability to address City staff / City Commission / public input and concerns: As noted in Passero's cover letter, no other firm has stood side-by-side with City staff and the City Commission, to address technical/financial/public aspects of projects and led them to success and implementation.

3. Never-ending pursuit of implementation, successful construction, availability, and operational use: Passero staff remain focused, literally "never give up" on project assignments, and support City of Fernandina Beach development objectives. If the City wishes to move forward, Passero stands by the City!

1.1 Miles Shoreline Protection Plan Phasing

SECTION 03

EXPERIENCE OF TEAM MEMBERS / FIRMS (PROFESSIONAL BACKGROUNDS)



Passero Associates Firm Overview

SERVICE. SOLUTIONS. RESULTS.

50
YEARS IN BUSINESS

150+
EMPLOYEES

9
OFFICE LOCATIONS

Dedicated, Experienced Team

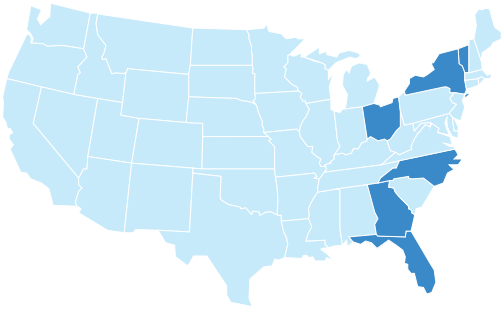
- Technology Leader
- Full-Service Professional Consulting Firm
- Comprehensive Experience
- Senior Project Leadership
- Commitment of Our Community

Our Commitment

Providing exceptional service and partnering with our clients to achieve their goals is our objective on every project and with every client. Our commitment is to deliver more than what you may expect from a professional services firm.

Integrated Services

- Marine / Marina
- Aviation
- Architecture
- Civil Engineering
- Structural Engineering
- Landscape Architecture
- Interior Design
- Land Surveying
- Grants Administration
- Virtual Reality Project Visualization
- Drone Services
- Construction Observation and Administration
- Planning



St. Augustine, FL + Atlanta, GA + Rochester, NY + Albany, NY + Dayton, OH + Cincinnati, OH + Burlington, VT + Charlotte, NC + Hudson Valley, NY

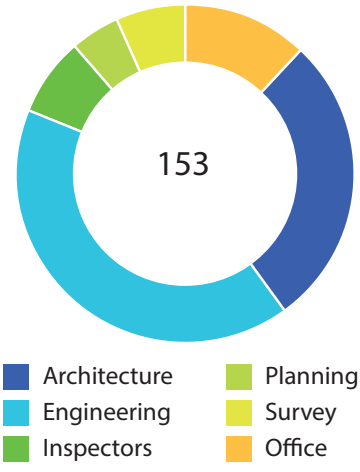


Photo: Parking Lot B Timber Walkway Improvements

Photo: Parking Lot B Bulkhead Repairs

Coastal Engineering/Resiliency

Coastal Engineering / Resiliency has become an increasingly more prominent topic as natural disasters, severe storm events, power outages, and the COVID-19 pandemic have caused major disruptions. As engineers and architects, we routinely build contingencies and safety factors into our designs for roads, airports, marinas, buildings, and infrastructure to adapt and recover from these extreme events. For our clients with public works projects, it is critical that resiliency be built into each design assignment because public works (marinas, airports, roadways, shoreline protection, fire stations, emergency control centers, storm drainage systems, etc.) are essential for rapid response during disasters to provide relief.

RELATED PROJECTS

Amelia Riverfront Along Front Street (Fernandina Beach, Florida)

Client Problem: The City of Fernandina Beach is located on an inland waterway (Amelia River) vulnerable to Storm Surge and Sea Level rise, experiencing "blue-sky" flooding several times per year. Recent "near-misses" in 2016 (Hurricane Matthew) and 2017 (Hurricane Irma) caused significant damage to downtown and the marina, solidifying the City's need to enhance shoreline protection along the Amelia Riverfront.

Passero Solution: The preferred solution is based on finding the most economical mitigation methodology to reduce property damage, business interruption/losses, and environmental and historical site damage as a result of rising waters and natural disasters. Most importantly, the solution must protect against social losses such as death, injury, and homelessness, and must mitigate the impact on first responders, which can be overwhelming in the wake of natural disasters. Based on the engineering / resiliency study, we recommend a phased construction approach (identifying nine potential phases) for hazard mitigation improvements to the City's waterfront along the Amelia River, consisting of living shorelines, new (enhanced) raised bulkheads, improved storm-water systems (with flood protection) and upgrades to the boat launch ramp, for a 1.1 mile section along Front Street, including the City's historic district. All protection measures are provided to an elevation of +9.0' NAVD 88 to reduce long-term risk to people and property from rising waters and natural disasters.

COASTAL ENGINEERING / RESILIENCY DESIGN MEASURES

1. Flood Protection
2. Marina Stabilization
3. Redundancy for Critical Power Systems
4. Harden infrastructure to allow a return to functionality
   a. Roads
   b. Storm Sewers
   c. Pump Stations

SERVICES

- LIVING SHORELINE DESIGN
- BULKHEAD DESIGN / PLANNING
- BOAT LAUNCH DESIGN / PLANNING
- REVETMENT AND BERM WALL DESIGN
- RETAINING WALL DESIGN

Environmental Resource Solutions
A Division of SES Energy Services LLC
3550 St. Johns Bluff Road South, Suite 8
Jacksonville, Florida 32224
Tel. (904) 285-1397
Fax (904) 285-1929
Contact: Kim Allerton, Division Manager
kallerton@ersenvironmental.com
www.ersenvironmental.com

Company Background:

Environmental Resource Solutions (ERS), *A Division of SES Energy Services LLC,* has provided the highest level natural resource environmental consulting to clients in Florida and throughout the United States since 1996. ERS has provided environmental consulting services in thousands of projects for clients such as, but not limited to; St. Johns County School District, Jacksonville Aviation Authority, Jacksonville Transportation Authority, JEA, Florida Department of Transportation, and Duval Public School District. Their expert staff includes Certified Wildlife Biologist (CWB) wetland scientists, ecologist, marine scientists, botanists, AutoCAD/GIS analyst and numerous support personnel. ERS is certified as a *Disadvantaged Business Enterprise (DBE)* by the States of Florida, Georgia, Texas, Oklahoma, Alaska, Hawaii, South Carolina, Colorado, Alabama, Louisiana, Tennessee and the Commonwealth of Puerto Rico Departments of Transportation.

ERS has been providing wetland consulting and environmental resource permitting services throughout the State of Florida since 1996 and for the St. Johns County School District since 2008. Their combined experience includes the completion of over 1,000 environmental projects in the past five years. Services for these projects include wetland delineation, habitat mapping, threatened and endangered species assessments, wetland impact assessments, compensatory mitigation planning utilizing the UMAM and WRAP, mitigation implementation, wetland creation design and monitoring, wetland planting coordination and oversight, wetland enhancement planning and implementation, nuisance and exotic vegetation management, gopher tortoise surveys and relocations, erosion and sedimentation control inspection, sovereign submerged lands consultation, and environmental resource permitting with St. Johns River Water Management District, U.S. Army Corps of Engineers, and Florida Department of Environmental Protection.

They have developed and maintain a strong rapport with resource and regulatory agencies, which often proves advantageous in situations where subjectivity affects the decisions of regulatory agencies. ERS also prides itself on the ability to seamlessly change their accounting and reporting formats to match those preferred by their clients.

KEY PERSONNEL

Over 35 years of experience.

ANDREW HOLESKO

CEO | Senior Planner (Municipal, Transportation)

Andrew is responsible for the planning and development of a wide range of municipal, transportation, environmental, economic development and business development projects. His responsibilities include both corporate and client strategic planning and project development, encompassing program management, financing, administration, design, construction, and closeout.

Andrew has experience in transportation, business, operations, and program management and has been involved in more than 150 planning and development projects with over 50 municipal clients in eleven states. He is active in the areas of Finance, Business Planning, Strategic (S-W-O-T) Analysis, Economic Development and job creation with Passero airport clients throughout the US.

REPRESENTATIVE PROJECT EXPERIENCE

City of Fernandina Beach:

- Riverfront Resiliency Phase I (Parking Lots C & D)
- Riverfront Engineering / Resiliency Study (Phases 1-8)
- Riverfront Boardwalk / Timber Walkway / Bulkhead Repair (Seawall) for Parking Lot B
- Parking Lot A Bulkhead / Seawall / Timber Walkway
- Historic Riverfront - Structural Assessment (Brett's) / Resiliency Study and Design

EDUCATION

BS - Business Administration: Embry-Riddle Aeronautical University

MBA - Transportation: Syracuse University

Veteran - UH-1 Flight Crew Chief: US Army

CERTIFICATIONS

NASAO Center for Aviation Research and Education Airport Safety / Data Inspector

American Association of Airport Executives Certified Member

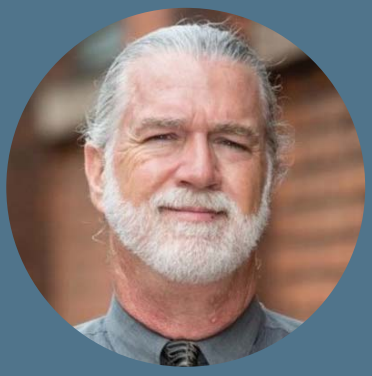
AFFILIATIONS

NASA - SATS Consortium Appointee

Florida League of Cities Member

PA

KEY PERSONNEL



Over 36 years of experience.

CHRISTOPHER NARDONE, AIA

Senior Project Architect | Marine Facilities

Christopher is a project leader responsible for all aspects of planning, design and construction management. He has a diverse background in Architecture and Building Construction experience, including multi-million dollar projects for both municipal and private clients. Christopher has served as a Senior Project Architect during all phases of design and management of complex marine, municipal, residential, commercial, educational, healthcare, industrial, transportation, and waterfront resiliency projects.

REPRESENTATIVE PROJECT EXPERIENCE

City of Fernandina Beach:

- Riverfront Resiliency Phase I (Parking Lots C & D)
- Riverfront Engineering / Resiliency Study (Phases 1-8)
- Historic Riverfront Parking - Structural Assessment (Brett's) / Resiliency Study and Design

Other:

- Munyon Island, South Florida (ADA Accessible Fishing Pier, Bulkhead/Seawall Modifications)

EDUCATION

BA - Architecture: New York Institute of Technology

REGISTRATIONS

Licensed Architect: Florida, Georgia, Vermont

CERTIFICATIONS

NCARB Certified Architect

AFFILIATIONS

American Institute of Architects Member, Jacksonville Chapter

National Council of Architectural Registration Boards Member

Florida League of Cities Member

Over 18 years of experience.

KEY PERSONNEL

PATRICK WILLIAMS, PE, SE

Associate | Structural Department Manager | Project Manager (Marine)

Patrick is involved in all phases of design, beginning with conceptual evaluation and schematic design, through construction documents and construction administration. He places an emphasis on design collaboration with other project team members to ensure a coordinated and streamlined product while ensuring constructability and material efficiency.

Patrick has experience in the design and construction industry both domestically and abroad. He has been in responsible charge for the design and construction of low to mid-rise structures for federal and local government, marine, municipal, healthcare, senior living, multi-family, faith-based, industrial, aviation and higher education facilities utilizing primarily cast-in-place and pre-stressed concrete, masonry, steel (hot-rolled, coldformed, and pre-engineered metal building) and wood/timber structural systems. His projects encompass new construction, renovations and the retrofit of existing structures, often located within moderate to high seismic or high wind velocity regions.

REPRESENTATIVE PROJECT EXPERIENCE

City of Fernandina Beach:

- Riverfront Resiliency Phase I (Parking Lots C & D)
- Historic Riverfront - Structural Assessment (Brett's) / Resiliency Study and Design

Other:

- Braddock Bay Marina and Seawall Improvement Project, Greece, NY

EDUCATION

BS - Civil Engineering with Structural Emphasis; Minor, Engineering Management: Old Dominion University, Norfolk, VA

Continuing Education - Graduate Structural Engineering Studies: Missouri University of Science and Technology

Continuing Education - Graduate Business Administration Studies: Liberty University

REGISTRATIONS

Professional Engineer: Florida, Colorado, Connecticut, Georgia, North Carolina, Nevada, New York, Ohio, Pennsylvania, Virginia, Vermont, Wisconsin, West Virginia

CERTIFICATIONS

American Council of Engineering Companies of Georgia Certified Post-Disaster Safety Assessor

NCEES Credentialed

AFFILIATIONS

Structural Engineering Institute Past Chair and Founder

American Society of Civil Engineers Member

PA

KEY PERSONNEL

Over 6 years of experience.

LEONA LEWIS, PE

Project Manager | Permitting Coordinator

With 10 years of experience as a Civil Engineer, Leona is versed in site development design, water and environmental resource regulation. As a consultant, she has also managed several municipal projects for private engineering firms. Her projects involved design expertise in stormwater management and permitting, pavement design, and residential and commercial site development. Leona also has a background in Forensic Engineering, where she investigates Civil Engineering failures and construction defects.

Additionally, her prior regulatory experience also includes three years with FDEP's Water Resource Management Division where she was responsible for processing permit applications providing compliance assistance for stormwater projects, and developments involving wetland and surface-water impacts.

REPRESENTATIVE PROJECT EXPERIENCE

Stormwater and Site Development:

Pensacola Stormwater Master Plan Update, City of Pensacola, Pensacola, FL

Hastings WWTP Upgrades, St. Johns County Utility Department, Hastings, FL

Lake Charlene Drainage Study, Escambia County, FL

Camp Branch Tributary Flood Mitigation, City of Bonifay, FL

Robinson Estates and Arbor Place Subdivisions, SNS Realty, Pace, FL

Morris Court Park, Escambia County, FL

EDUCATION

BS - Civil Engineering: Florida State University

AA - General Studies: North Florida Community College

REGISTRATIONS

Professional Engineer: Alabama, Florida, Louisiana, Maryland

CERTIFICATIONS

Florida Dept. of Environmental Protection (FDEP) Qualified Stormwater Management Inspector

PA

KEY PERSONNEL

Over 17 years of experience.

MATT SINGLETARY, PE

Civil / Stormwater Utility Engineer

Matt has expertise providing professional design and construction services to municipal clients, with a focus on transportation, facilities and infrastructure. He has successfully managed numerous projects from project scoping through construction, including planning, grants administration, design, permitting, public bidding, and construction administration / observation. His experience includes transportation, marine, resiliency, infrastructure for and utilities for buildings, roadways, parking lots, and drainage facilities. This experience includes design related to pavement, grading, storm sewers, stormwater management facilities, sanitary sewer services, potable water services, general utility coordination, and security access control gates and fencing.

His experience includes permitting with local governments and agencies, Florida Water Management Districts, Florida Department of Transportation (FDOT), and the Florida Department of Environmental Protection (FDEP).

REPRESENTATIVE PROJECT EXPERIENCE

City of Fernandina Beach:

- Riverfront Resiliency Phase I (Parking Lots C & D)
- Numerous Infrastructure Designs at Fernandina Beach Municipal Airport

Other:

- Downtown Resiliency Roadway and Drainage Improvements (alleviating St. Johns River stormwater flooding), Palatka, FL

EDUCATION

MS - Civil Engineering: Florida State University

BS - Civil Engineering: Florida State University

REGISTRATIONS

Professional Engineer: Florida, Georgia

PA

Environmental Resource Solutions
A Division of SES Energy Services LLC

JONATHAN SUMMERFIELD, PWS
SENIOR PROJECT MANAGER/ENVIRONMENTAL SCIENTIST

Mr. Summerfield has over 20 years of experience as a project manager and environmental scientist. He interacts regularly with both client and regulatory agencies concerning environmental assessments, permitting, and associated tasks relevant to natural resource management. Mr. Summerfield specializes in State and Federal environmental resource permitting, Section 404 CWA/Section 10 RHA permitting, and Coastal Construction permitting. He regularly performs preliminary environmental assessments, wetland delineations with respect to State and Federal jurisdictional methodologies, wetland impact assessments (including the implementation of the Wetland Rapid Assessment Procedure (WRAP) and Uniform Mitigation Assessment Method (UMAM), GIS mapping and analysis, and site-specific threatened/endangered species evaluations.

Mr. Summerfield has used his extensive experience in environmental permitting to work on many private, city, county, state, and federal projects. The scope of projects he has managed include residential and commercial developments, single-family residential lot and dock consulting, roadway improvement projects, utility projects, flood control and alleviation projects, remediation action plan implementation projects, compliance resolution projects, and shoreline protection projects. He has been involved in all aspects of development, including permitting, wetlands avoidance and minimization, sovereign submerged lands authorizations, wetland delineation, wildlife surveys and impact evaluation, and species-specific management and relocation plans (e.g., gopher tortoises). While working as a Regulatory Scientist for St. Johns River Water Management District, Mr. Summerfield reviewed and issued permits for various private, municipal, utility, and infrastructure projects within northeast Florida.

PROJECT EXPERIENCE

- Amelia Riverfront Shoreline Stabilization – Nassau County, City of Fernandina Beach. Project Management; FDEP Environmental Resource Permitting; USACE Permitting; Sovereign Submerged Lands Coordination; Living Shoreline Design Assistance and Consultation; Threatened/Endangered Wildlife Assessment.
- St. Johns River Northbank Bulkhead Replacement – Duval County, City of Jacksonville. Project Management; FDEP Environmental Resource Permitting; USACE Permitting; Sovereign Submerged Lands Coordination.
- Huguenot Memorial Park Revetment and Roadway Replacement – Duval County, City of Jacksonville. SJRWMD Environmental Resource Permitting; Sovereign Submerged Lands Coordination; USACE Permitting; Threatened/Endangered Wildlife Assessment; Gopher Tortoise Relocation.
- Jacksonville Beach Pier Replacement – Duval County, City of Jacksonville. Project Management; FDEP Joint Coastal Permitting; Sovereign Submerged Lands Coordination; USACE Permitting; Threatened/Endangered Wildlife Assessment.
- Riverview Park Boat Ramp – Duval County, City of Jacksonville. Project Management; FDEP Environmental Resource Permitting; USACE Permitting; Sovereign Submerged Lands Coordination; Wetland Restoration/Enhancement Planning.
- Old Plank Road Drainage Improvement (2019 Florida Planning and Zoning Association Green Design Award Recipient) – Duval County, City of Jacksonville. Project Management; SJRWMD Environmental Resource Permitting; USACE Permitting; Tree Mitigation Planning; Mitigation Planning; Wetland Creation Design; Wetland Delineation.

Areas of Expertise

- Project Management
- Florida Environmental Resource Permitting
- Florida Section 404 Permitting
- Federal Section 404 & Section 10 Permitting
- Wetland Delineation & Documentation
- Wetland Functional Analysis
- Mitigation Planning, Design & Implementation
- State and Federal Regulatory Processes
- Compliance Negotiation & Resolution
- Gopher Tortoise Management & Relocation
- Sovereign Submerged Lands
- Coastal and Marine Permitting
- NPDES

Education

- BS, Marine Science, Jacksonville University-Florida (2002)

Memberships

- Society of Wetland Scientists
- Society of American Military Engineers
- Florida Association of Environmental Professionals
- Gopher Tortoise Council
- Project Management Institute

Presentations

- “Resiliency Meets Regulatory”, FAC Education and Training Summit, 2021.

Certifications

- Professional Wetland Scientist #3145, SWSPCP.
- Authorized Gopher Tortoise Agent, Permit No. GTA-20-00008A, FWC.
- Qualified Stormwater Management Inspector #15737, FDEP.
- SCUBA Certified, NAUI.
- HAZWOPER 40-Hour

SECTION 04

PAST PERFORMANCE / REFERENCES / EXAMPLES OF PREVIOUS WORK

References

One of the best measurements of project success is "What our clients say about working with Passero." Each of the clients listed below has completed numerous projects with Passero, and the staff listed within these qualifications. We encourage you to contact any, or all of them, to assess the quality, responsive and delivery of technical services related to resiliency and riverfront/waterfront development.

1. **Jonathan Griffith**
   General Services Director
   City of Palatka
   1010 Ocean St., Palatka, FL 32177
   (386) 329-0107
   jcgriffith@palatka-fl.gov

2. **Ed Wuellner, AAE**
   Executive Director
   St. Augustine-St. Johns County Airport Authority
   4796 US-1 North, St. Augustine, FL 32095
   (904) 209-0090 cell: (904) 814-6609
   erw@sgj-airport.com

3. **Bill Reilich**
   Town Supervisor
   Town of Greece, NY
   1 Vince Tofany Blvd., Greece, NY 14612
   (585)225-2000
   supervisorreilich@greeceny.gov

4. **Dale Martin**
   City Manager
   City of Fernandina Beach
   204 Ash Street, Fernandina Beach, FL 32034
   (904) 310-3103
   dmartin@fbfl.org

5. **Charles George**
   City Engineer
   City of Fernandina Beach
   204 Ash Street, Fernandina Beach, FL 32034
   (904) 310-3420
   cgeorge@fbfl.org

Riverfront Resiliency Phase 1 (Parking Lots C & D)

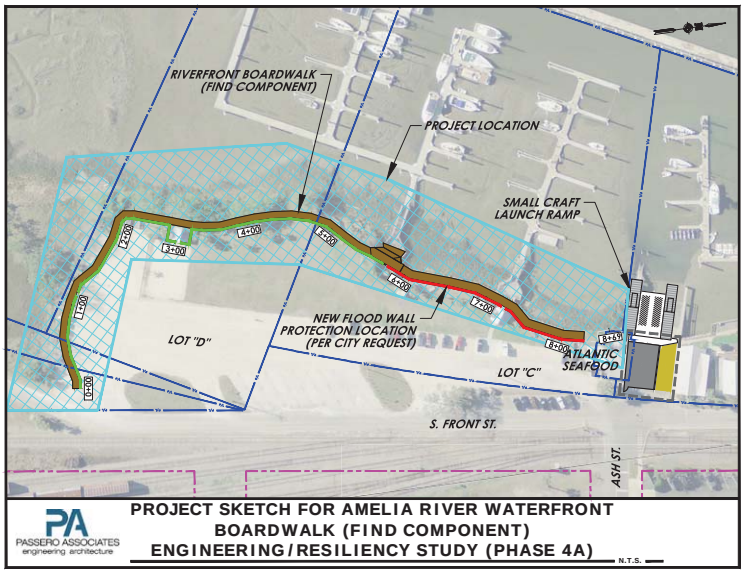
Fernandina Beach, FL

This project consists of constructing the concrete I-wall resiliency protection with top of wall at +90 NAVD 88 boardwalk in Parking Lots C & D starting in the southeast corner of the park then heading west to the southwest corner of the park, then heading north following the waterfront until stopping at Atlantic Seafood.

Within the I-wall will be recessed light fixtures with turtle friendly Amber LED lights illuminating the boardwalk surface. Along the edge of the existing Timber Bulkhead the boardwalk will rest on top of the bulkhead with a wood post and cable guardrail in step with historic downtown Fernandina Beach.

Additional stabilization will be provided by placing open cell articulating block (hand-placed) along the existing riverbank to address the eroding shoreline including placement for an Oyster Bag Reef heading north along the River and stopping at the existing boat launch ramp dock.

Within the area that is formed by the Oyster Bag Reef will be tidal plantings to fill in the bare areas of the mud flats. Tidal plantings will also be placed over the existing open cell articulating blocks and up to the edge to the concrete boardwalk. All stabilization materials placed along the river will be according to Nationwide Permit 54 for living shorelines.



CLIENT:
City of Fernandina Beach

CONTACT PERSON:
Dale Martin, City Manager
(904) 310-3103
dmartin@fbfl.org

Charles George, City Engineer
(904) 310-3420
cgeorge@fbfl.org

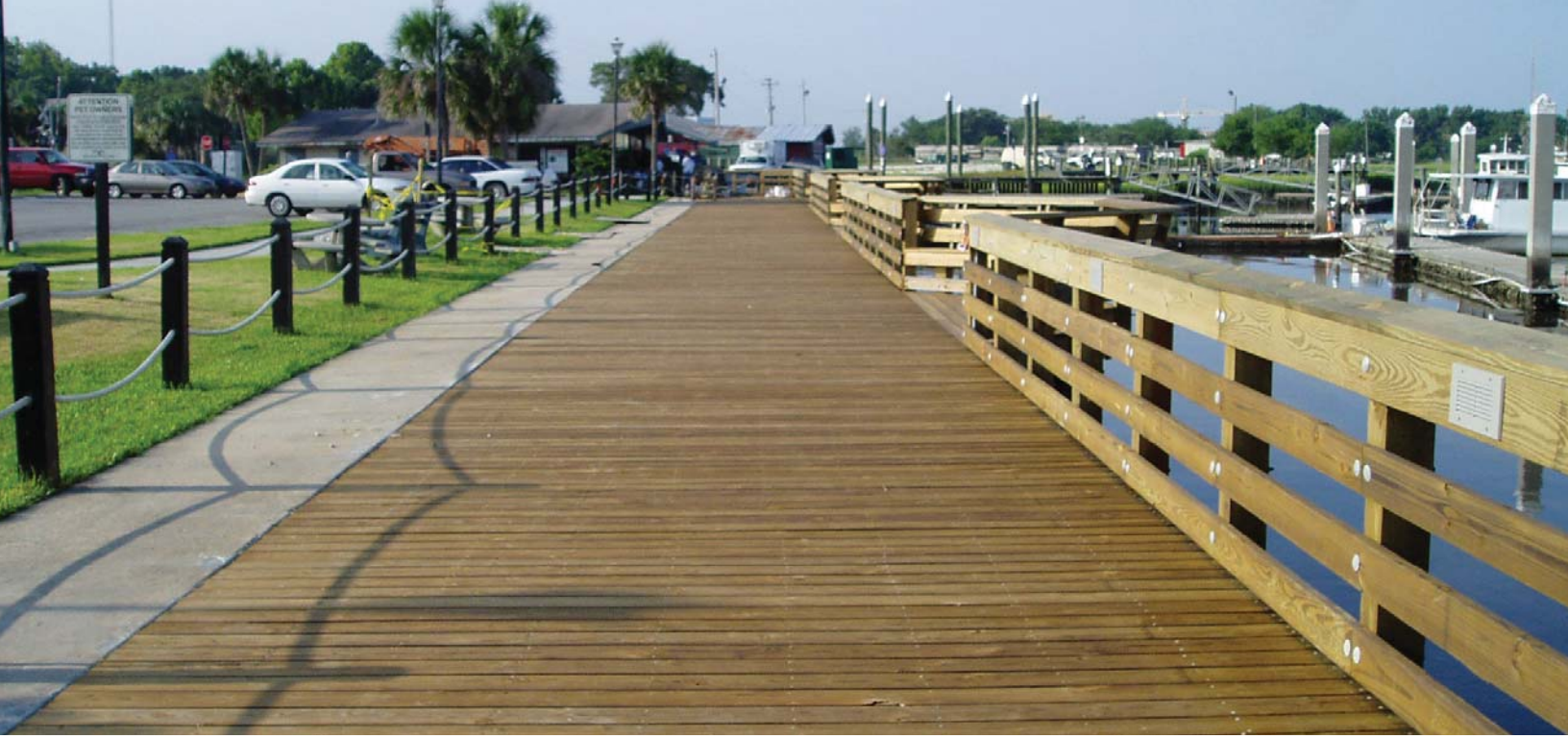
PROJECT COST
Initial bid award: $2,400,500
Final construction value: $2,400,900

START DATE
July 2021

COMPLETION DATE
May 2022

SERVICES PROVIDED:
Stabilization and Risk Analysis
Civil Engineering/Resiliency Design
Geotechnical and Geophysical Investigations

KEY PERSONNEL:
Andrew Holesko, CM
Justin Vollenweider, AIA
Christopher Nardone, AIA
Patrick Williams, PE, SE
Matt Singletary, PE



Riverfront Boardwalk/Timber Walkway/ Bulkhead Repair (Seawall) for Parking Lot B

Fernandina Beach, FL

The boardwalk/walkway/bulkhead rehabilitation projects (Previous Phases 1-2-3) involved the assessment of the existing bulkhead (and adjoining parking lot); development of alternatives and solutions; and implementation of new and repaired bulkheads (in front or repair of the aging bulkheads) in parking lots A & B followed by the design and construction of parking lot B seawall repairs. As development of the City's downtown "historic district" continues, the recreational benefits of the new timber boardwalks enhance the beauty and active use of the waterfront.

CLIENT:
City of Fernandina Beach

CONTACT:
Dale Martin,
Fernandina City Manager
(904) 557-5047
dmartin@fbfl.org

CONSTRUCTION COST:
$1,076,100 (Phase 2)

COMPLETION DATE:
2009 (Phase 3)
(Note: Many of Passero's previous development recommendations continue today (2020+).

SERVICES PROVIDED:
Project Management
Construction Inspection and Administration
Design Alternatives
Communication:
- City Commission
- City Staff
- Community

Historic Riverfront Structural Assessment (Brett's) / Resiliency Study and Design

Fernandina Beach, FL

Passero Associates provided the City with Structural Assessment Brett's/Resiliency Study design and bid documents related to downtown riverfront improvements and parking, supporting further development of the Amelia Riverfront Marina Park, along the 1.1 mile Flood Protection-Line from the Port of Fernandina to the Rayonier Plant.

The project also includes the Structural Assessment of the existing Bulkheads, and Brett's restaurant structure, and supporting parking lots A and B to provide recommendations on differing rehabilitation methods to mitigate the "sinking" parking lots while also providing a Risk Analysis to establish the new Bulkhead top of wall elevations per the established Flood Protection Line.

The end goal is to provide recommended shoreline stabilization parking and infrastructure solutions to protect the City from natural hazards which include Wind and Wave Analysis, Sea Level Rise, Storm Surge, Stormwater, and Subsidence along the waterfront by improving and/or replacing existing systems.

CLIENT:
City of Fernandina Beach

CONTACT PERSON:
Dale Martin
City Manager
(904) 310-3103
dmartin@fbfl.org

Charles George, City Engineer
(904) 310-3420
cgeorge@fbfl.org

PROJECT COST (BRETTS)
$25 Million (long term)
$106,400 (complete)

SERVICES PROVIDED:
Stabilization and Risk Analysis
Structural Assessments
Civil Engineering/Resiliency Design
Geotechnical and Geophysical Investigations

YEARS CLIENT SERVICED:
2019-2021 (current)

KEY PERSONNEL:
Andrew Holesko, CM
Christopher Nardone, AIA
Justin Vollenweider, AIA
Patrick Williams, PE, SE

Picture: Resulting, new saltwater marsh mitigation area.

Picture: Safety area stabilization at river front.

Riverfront Resiliency, Stabilization and Saltwater Wetland Mitigation (17 Acres)

St. Augustine, FL

The intent of this project was to remove and recycle a 17.65 acre Dredge/Spoil Island, created by past dredging "spoil" for use to re-establish and stabilize 4,000 of the shoreline (Tolomato River), which also serves as the eastern edge of Runway 13-31 Safety Area. **The project was successfully completed on time, within budget, with no deficiencies.**

The mitigation of the Spoil Island returned the area to its native condition of nearly 18 acres of salt water tidal marsh with a channel that allows for the improvement of fisheries and wildlife. The channel is navigable at all tides by small watercraft and establishes a hydrological connection to the Guana Tolomato Matanzas National Estuarine Research Reserve. This reserve protects 73,352 acres south of the City of Jacksonville (Duval County) in St. Johns County and Flagler County on the northeast coast of Florida.

The slope of the shoreline was stabilized utilizing an articulating concrete block protection blanket, with wetland plantings placed in the open cells of the concrete blanket. The root base of the plantings will further enhance the stability of the concrete blanket in addition to the beautification of the 'living shoreline." To allow the plants to become established while being subject to marine impacts, a biodegradable mat was placed to hold the plantings and topsoil layer in place until the plants can sufficiently root and minimize the need for maintenance.

The Disadvantaged Business Enterprise goal of 12% was exceeded, as 20.40% was achieved.

Compliance inspections from the permitting agencies yielded no deficiencies during the life of the project.

Conditions from the passing of Hurricane Irene resulted in sustained winds of 45 mph and tides that exceeded the top elevations of the concrete block mat. No significant damage occurred during this event.

CLIENT:
St. Augustine - St. Johns County Aviation Authority

CLIENT CONTACT:
Ed Wuellner, AAE
Executive Director
erw@sgj-airport.com
(904) 209-0090
4796 US 1 North
St. Augustine, FL 32095

CONTRACTOR:
Turnbull Environmental, Inc.
(St. Augustine, FL)
Rich Turnbull
(904) 461-8305
rich@turnbullenvironmental.com

START / COMPLETION DATES:
2011-2012

CONSTRUCTION COST:
$7.5 Million

KEY PERSONNEL:
Andrew Holesko, CM
Lisa Cheung, LEED Green Assoc.
Matt Singletary, PE

AWARDS:
Florida Airports Council Environmental Project of the Year Award 2012
Airports Council International Environmental Achievement Award, Mitigation Category 2012

Picture Above: Vaulted (under-ground) stormwater improvements on riverfront under construction

Downtown Resiliency Roadway and Drainage Improvements (alleviating St. Johns River stormwater flooding)

This project involves reconstruction and widening of approximately 5,800 LF of residential roadway including installation of new concrete curb, concrete driveways, concrete sidewalk and parking for adjacent businesses. Also included are storm sewer improvements . One of the project's main objectives is to alleviate stormwater flooding. The design included a stormwater analysis to assess appropriate solutions to reported flooding occurrences.

This project involved the conversion of two (2) above ground stormwater retention ponds to underground stormwater retention systems. The underground retention system utilizes buried perforated pipes or arches with stone infill. Associated work included demolition of existing drainage structures and pipes and installation of new drainage structures and pipes required for the pond conversion.

CLIENT:
City of Palatka

CLIENT CONTACT:
Jonathan Griffith
General Services Director
(386) 329-0107
jcgriffith@palatka-fl.gov

PROJECT COST:
$3.2M

START DATE:
April 2019

COMPLETION DATE:
Underway

SERVICES PROVIDED:
Construction Inspection
Construction Administration
Contract Documents
Cost Estimating
Drainage Design
Environmental Permitting
Public Participation Program
Road & Parking Lot Design
Site Design & Approval
Streetscape Design
Vehicular and Pedestrian Access

ADDITIONAL SERVICES:
St. Johns River Water Management District permitting (Environmental Permitting)

KEY PERSONNEL:
Andrew Holesko, CM
Matt Singletary, PE
Harrison Korb, EIT

Braddock Bay Marina and Seawall Improvement Project

Rochester, NY

Braddock Bay Marina and Seawall Improvement Project utilizing 500' of Resiliency and Economic Development (REDI) funds replaced the deteriorated seawall which had failed during the Lake Ontario high water levels of 2018 to 2020. The new seawall is designed with resiliency in mind, to protect the Braddock Bay State Park and Westpoint Marina from future lake flooding and historic high-water levels.

Passero provided civil and structural engineering services for the seawall replacement and site engineering and development.

CLIENT:
Town of Greece

CLIENT CONTACT:
Bill Reilich
Town Supervisor
(585)225-2000
supervisorreilich@greeceny.gov

START DATE:
2020

COMPLETION DATE:
2021

PROJECT COST:
$1M

SERVICES PROVIDED:
Construction Inspection
Construction Administration
Contract Documents
Environmental Permitting
Environmental Impact Studies
Road & Parking Lot Design
Sewage & Drainage System Design
Utility Design: Checked
Wetland Delineation & Permitting
Structural Engineering

KEY PERSONNEL:
Patrick Williams, PE, SE
Josh Saxton

SECTION 05

REQUIRED FORMS AND ADDENDUMS

EXHIBITS

EXHIBIT "A"	Contact Sheet
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
EXHIBIT "I"	Federal Requirements for ARPA Funds

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Passero Associates, LLC

Federal Taxpayer ID: 56-2464511

Mailing Address: 4730 Casa Cola Way, Suite 200

City, State, & Zip Code: St. Augustine, FL 32095

Telephone: 904.757.6106 **Fax:** 904.757.6107

Email: aholesko@passero.com

Submitted By: Andrew Holesko, CM

Title: CEO

Accounting Contact:

Name: Lisa Manioci **Title:** Accountant

Email Address: lmanioci@passero.com **Phone:** 585.325.1000

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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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 RFQ 23-05.

2. This sworn statement is submitted by (entity) Passero Associates, LLC whose business address is 4730 Casa Cola Way, Suite 200, St. Augustine FL 32095 and (if applicable) Federal Employer Identification Number (FEIN) is 58-2464511 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Andrew Holesko, CM and my relationship to the entity named above is CEO.

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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
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7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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.)

Adam M. Ikes 2/1/2023
Signature Date

STATE OF FLORIDA
COUNTY OF St. Johns

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 1st day of February, 2023, and is personally known to me, or has provided _____ as identification.

ANGELA WITT
Commission # GG 327020
Expires April 23, 2023
Bonded Thru Budget Notary Services

Angela M Witt
Notary Public
My Commission expires: 4/23/23

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Passero Associates, LLC

CITY: St. Augustine STATE: FL ZIP CODE: 32095

SIGNATURE: Andrew M. Holesko PHONE: 904.757.6107

NAME (TYPED OR PRINTED): Andrew Holesko, CM TITLE: CEO

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ-23-05

Project Description: Resiliency Waterfront Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Andrew Holesko, CM / Passero Associates, LLC

Authorized Signature: Andrew M. Holesko

Title: CEO

Date: 2/1/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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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: Andrew Holesko, CM Title: CEO

Signature: Andrew Holesko Date: 2/1/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ-23-05

This sworn statement is submitted by (entity) Passero Associates, LLC whose business address is 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095 and (if applicable) Federal Employer Identification Number (FEIN) is 58-2464511 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Andrew Holesko, CM and my relationship to the entity named above is CEO.

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 not 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: 2/1/2023

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF St. Johns

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 1st day of February, 2023, and is personally known to me, or has provided _____ as identification.

Angela M Witt
Notary Signature

My Commission expires: 4/23/2023

ANGELA WITT
Commission # GG 327020
Expires April 23, 2023
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ-23-035.

This sworn statement is submitted by (entity) Passero Associates, LLC whose business address is 4370 Casa Cola Way, Suite 200, St. Augustine, FL 32095 and (if applicable) Federal Employer Identification Number (FEIN) is 58-2464511 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Andrew Holesko, CM and my relationship to the entity named above is CEO.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Date: 2/1/2023

STATE OF FLORIDA
COUNTY OF St. Johns
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 1st day of February, 2023 and is personally known to me, or has provided _____ as identification.

Angela M Witt My Commission expires: 4/23/2023
Notary Signature

ANGELA WITT
Commission # GG 327020
Expires April 23, 2023
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Passero Associates, LLC — 2/1/2023
Firm — Date

Andrew M. Holesko
Authorized Signature

Andrew Holesko, CM, CEO
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Passero Associates, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Andrew Holesko, CM-CEO

Printed Name and Title of Contractor's Authorized Official

2/1/2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting eutity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change
Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**	
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:_____** **_____Print Name: _** **_____** **Title: _____** **Telephone No.:_____Date: _____**	
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**	

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Andrew Holesko, CM **TITLE:** CEO

ADDRESS: 4730 Casa Cola Way, Suite 200

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: Andrew M. Holesko **DATE:** 2/1/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. **[RFQ, page 1] –** Page 1 of the RFQ states "All information on the Price Submittal form must be provided, or the submittal may not be accepted." **Please disregard the above sentence in the RFQ. There is no Price Submittal form associated with this RFQ 23-05.**

2. The content of submittals was inadvertently left out of this RFQ. Please provide the following in your response.

   CONTENT OF SUBMITTALS

   Submittals should include the following:

   - **A narrative introductory cover letter (not to exceed two pages).**
   - **Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).**
   - **Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).**
   - **Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).**
   - **City Exhibits A-I**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Andrew Holesko, CM **TITLE:** CEO

ADDRESS: 4730 Casa Cola Way, Suite 200

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: Andrew M. Holesko **DATE:** 2/1/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1) Is there a DBE/MBE/SBE goal for this project? **No**

2) Does the City of Fernandina Beach publish a list of DBE/MBE/SBE registered firms? **No**

3) [RFQ, page 2] – The RFQ states "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." The hyperlink provided does not work. *Please provide a valid link that we can use to provide our search results with our proposal.* **Please disregard this for the RFQ. This requirement will apply during the Invitation to bid process.**

4) [RFQ, page 2] – Although it's not mentioned in Addendum #1, "Proposed Schedule" is part of the evaluation criteria in the RFQ. *Please confirm whether a schedule is still required in our submission, and if so: 1) is there a page limit on the Project Schedule, and 2) what section should we include this in?* **No**

5) [RFQ, page 2] – Although it's not mentioned in Addendum #1, in the "Experience of Team Members" evaluation criteria there is mention of the team demonstrating our understanding of the project. *Please confirm whether we are to include a project understanding/technical approach section in our technical proposal. If so, what are the page limitations and where should we include this section?* **No**

6) Addendum #1 does not mention an Organization Chart. *Should we include an org chart in the "Experience of the Key Team Members" section?* **No**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Andrew Holesko, CM **TITLE:** CEO

ADDRESS: 4730 Casa Cola Way, Suite 200

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: Andrew M. Holesko **DATE:** 2/1/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. Per Addendum #2, a Project Schedule is no longer required. This was part in the Evaluation Criteria/Scoring Breakdown in the RFQ (worth 20 points). Now that the proposal content has changed from the original RFQ, can you please provide an updated Evaluation Criteria/Scoring Breakdown by section? **The Evaluation Criteria has changed as follows:**

   Experience of the team members **50 points**
   Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

   Past Performance/References **50 points**
   Has the team members successfully completed similar projects and worked as a team previously on similar projects.

2. Are any previous geotechnical studies or bathymetric surveys available for this project? **No**

3. Can we provide more than 3 similar past performance/reference projects, keeping these within the 6 pages? **Yes**

4. Is this project funded by a grant? If so, may we request a copy of the grant proposal or executed grant for review? **It is funded by a State Grant. A copy of the executed grant will be provided to the consultant who is awarded the design contract.**

5. Does the City have their own geotechnical engineering firm under contract for this project, or will the submitter need to include a geotechnical firm on their team? **No, the submittal does not need to include the geotechnical firm the proposer intends to use.**

6. Does Exhibit "G", Non-Collusion Affidavit, need to be completed for this RFQ package? **All required forms (Exhibits A-I) need to be completed and included with the submittal.**

7. Which of the required forms will need to be completed by any sub-consultants? **None of the required forms need to be completed by any sub-consultants.**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.**4** now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Andrew Holesko, CM **TITLE:** CEO

ADDRESS: 4730 Casa Cola Way, Suite 200

CITY: St. Augustine **STATE:** FL

AUTHORIZED SIGNATURE: Andrew M. Holesko **DATE:** 2/6/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1. May we provide our own in-house survey team, included in our proposal: May we provide our own in-house Construction Engineering and Inspection (CEI) team, included in our proposal? These are acceptable; however, it is not needed to be included as part of the RFQ. We are only looking for information relating to the qualifications and experience to provide the design and permitting phases.

2. Since there was no contract provided with the RFQ, will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? If selected by the City to submit a proposal, the firm will have an opportunity to discuss the terms of a contract.

STATEMENT OF QUALIFICATIONS

Resiliency Waterfront Bulkhead System Engineering & Design

RFQ 23-05

City of Fernandina Beach, Florida

February 14, 2023

SCHNEIDER
ENGINEERING & CONSULTING

MARINE STRUCTURAL DESIGN & ENGINEERING

Contents

Signed Addendum #1
Signed Addendum #2
Signed Addendum #3
Signed Addendum #4

1. Narrative Introductory Cover Letter

2. Similar Past Performance/References

3. Experience of Team Members

Resumes

4. Other Relevant Information

5. Required Exhibits

Exhibit A - Contact Sheet

Exhibit B - Sworn Statement Under F.S. Section 287.133(3) (A) on Public Entity Crimes

Exhibit C - Drug-Free Workplace Certification

Exhibit D - E-Verify Statement

Exhibit E - Proposer Acknowledgments & Agreements

Exhibit F - Conflict of Interest Statement

Exhibit G - Non-Collusion Affidavit

Exhibit H - Disputes Disclosure Form

Exhibit I - Certification Regarding Lobbying

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

City of Fernandina Beach
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ADDENDUM NUMBER 1

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

NAME: Schneider E&C Company, Inc.
Gary Schneider, PE TITLE: Vice President

ADDRESS: 1715 N. Westshore Blvd., Suite 500

CITY: Tampa STATE: FL

AUTHORIZED SIGNATURE: [signature] DATE: February 14, 2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Schneider E&C Company, Inc. Gary Schneider, PE **TITLE:** Vice President

ADDRESS: 1715 N. Westshore Blvd., Suite 500

CITY: Tampa **STATE:** FL

AUTHORIZED SIGNATURE: [signature] **DATE:** February 14, 2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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Schneider E&C Company, Inc.
NAME: Gary Schneider, PE **TITLE:** Vice President

ADDRESS: 1715 N. Westshore Blvd., Suite 500

CITY: Tampa **STATE:** FL

AUTHORIZED SIGNATURE: _____ **DATE:** February 14, 2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: Schneider E&C Company, Inc. Gary Schneider, PE TITLE: Vice President

ADDRESS: 1715 N. Westshore Blvd., Suite 500

CITY: Tampa STATE: FL

AUTHORIZED SIGNATURE: DATE: February 14, 2023

Narrative Introductory Cover Letter

SCHNEIDER
ENGINEERING & CONSULTING

MARINE STRUCTURAL DESIGN & ENGINEERING

SCHNEIDER
ENGINEERING & CONSULTING

February 14, 2023

Ms. Wanda Weaks
City of Fernandina Beach
City Clerk's Office **- RFP #23-05**
204 Ash Street
Fernandina Beach, FL 32034

Re: RFQ 23-05 - Resiliency Waterfront Bulkhead System Engineering & Design

Dear Ms. Weaks:

Schneider E&C Company, Inc. (SEC) is pleased to present this response to your Request for Qualifications (RFQ) for the Resiliency Waterfront Bulkhead System Engineering and Design project. Based on your RFQ, we understand the potential Scope of Work you have outlined and commit to utilize our team's port, civil, waterfront, marine, coastal, environmental, geotechnical, permitting, and related expertise to meet your needs.

Company History

SEC, headquartered in Tampa, FL, was established in 2011 to provide personalized professional services to clients, with the goal of designing projects that are highly functional, easily constructed, and cost-effective. SEC delivers designs that add value to clients' projects – constructability, ease of operation, easy maintenance, and sustainability – while effectively addressing their needs on-time and within budget.

SEC specializes exclusively in port & marine engineering, environmental, coastal & construction inspection

SEC provides specialized engineering and consulting services that include planning, budgeting, and feasibility studies for marine uplands and structures, dredging plans and dredge placement areas, environmental mitigation opportunities, and cost benefit comparisons. SEC's experienced maritime environmental staff provides a full range of required waterfront related environmental studies and permitting in a cost-effective and responsive manner. SEC staff is comprised of Civil/Site Engineers, Marine Structural Engineers, Marine Structural Inspectors, and Environmental Scientists with yearly revenues of approximately $3 million.

Our Team

The SEC Team is highly qualified to provide the City of Fernandina Beach (COFB) with the engineering services needed for this project. Our Project Manager, Anthony Vieira, PE, will lead our design team – he has over a decade of experience in the design and management of marine structural projects similar to this project. Gary Schneider, PE has over 49 years of experience planning, designing, and leading marine engineering projects throughout the United States and the Caribbean and will serve as the quality assurance and control lead for this project.

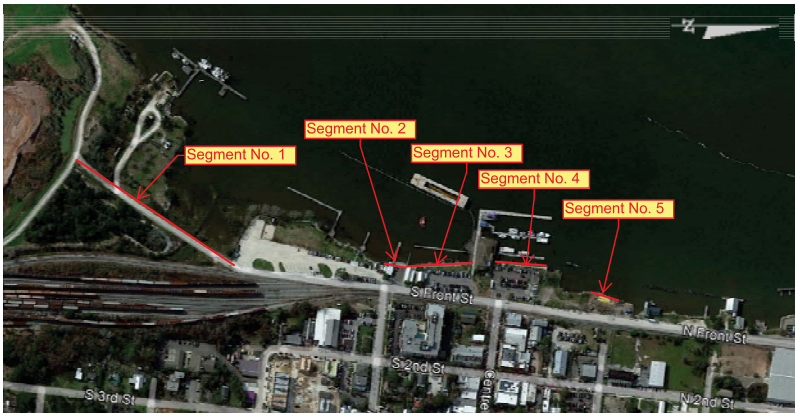
Our Team is provided in the following table:

Team	Discipline
Schneider E&C Company, Inc.	Structural & Civil Engineering, Environmental Permitting
SurvTech Solutions, Inc.	Topographic & Bathymetric Survey Services
To be determined, per Addendum No. 3	Geotechnical Investigation Services

SCHNEIDER
ENGINEERING & CONSULTING

Project Understanding

SEC understands the goal for this project is to design and permit five segments along the Amelia River, as shown in the RFQ documents. We understand the five segments will be designed and permitted at the same time, but the construction plans and bid documents will be packaged separately such that COFB can bid each segment separately, if needed. As demonstrated in our past experience, we have designed projects similar to each of the five proposed segments.



Our Team is aware that COFB has previously prepared a master plan for the area. We also understand that COFB's budget is limited and that all five segments may not be constructed at the same time. We will design each segment in accordance with the master plan as may be required and will consider construction sequencing as part of our design for each segment. This will allow the COFB to meet any budget constraints for the project. Geotechnical services will be determined at a later date, per Addendum No. 3.

Why the SEC Team?

The top four reasons COFB should select the SEC Team are shown below:

Top 4 Reasons for Selecting the SEC Team

1. **The Right Experience -** SEC staff and team have experience working on similar projects and are fresh, passionate problem-solvers within a small, specialized organization. Maritime engineering, both waterside and upland, is our focus and the only market segment that SEC serves.
2. **Agile and Able to React Quickly to Your Needs -** Decisions are made locally and do not require approval from higher management. Since we are a small boutique firm, we can react quickly to your requests.
3. **Client Focused and Reliable -** From first interaction to project completion, our team will be there to assist through every step. We will go the extra mile and stop at nothing to ensure your expectations are exceeded. Our reputation depends on it.
4. **Construction/Bidding Understanding -** As a division of Orion Marine Group, a heavy marine construction company, our staff have a unique perspective from their experiences providing engineering services to Orion on design-build projects for over 10 years. Our staff have gained extensive knowledge of how contractors bid projects as well as their approach to build projects, which is incorporated into the designs and bid documents that we produce.

SEC considers this project to be a great opportunity for our team and are eager to work with the City of Fernandina Beach. Given our years of experience working on similar projects, we have assembled the best possible Team for this project. **If we are selected for this project, we are committed to taking all the necessary steps to ensure its success.** SEC sincerely appreciates being considered for this project and is committed to putting our proven experience and capabilities to work for the City of Fernandina Beach. Should you have any questions, please contact me at 813.835.2151 or by email at gschneider@schneiderec.com.

Sincerely,
Schneider E&C Company, Inc.

Gary Schneider, PE
Vice President

Anthony Vieira, PE
Senior Marine Structural Engineer & Lead Project Manager

Similar Past Performance/ References

SCHNEIDER
ENGINEERING & CONSULTING

MARINE STRUCTURAL DESIGN & ENGINEERING

Tampa Port Services - Port Sutton Terminal

Tampa, FL

New Sea Wall Extension

SEC provided project planning, engineering, design, permitting procurement services, and construction services for the project.

The Scope of Work included installation of a new 525-LF shoreline protection seawall to prevent further erosion of the terminal waterfront, reduce the risk of potential undermining of the existing ammonia pipeline foundation running along the top shoreline embankment, and safeguard a marginally exposed section of the ammonia pipeline from potential collision with passing vessels. The new seawall is comprised of a steel sheet pile cantilevered toe wall, repair and re-establishing the existing security fence line, select fill to achieve the design slope, and a new grout filled articulating armor block mat protection system to protect the embankment from scour and erosion.

Tasks ranged from design of the submerged cantilevered bulkhead wall, articulating scour protection mats, geotechnical soils testing investigation, environmental permitting mitigation, coordination with existing structures and utilities, preparation of final construction documents, and construction services.

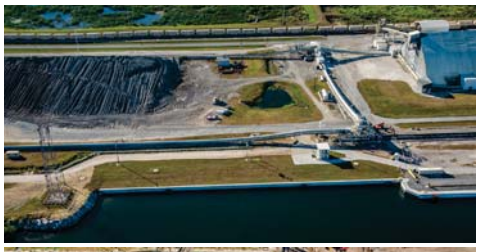
PROJECT COMPLETION
03/2015

CONSTRUCTION COST
$2.4M

CLIENT CONTACT
John Becker
(former Project Manager w/ Mosaic)
Mosaic Fertilizer, LLC
13830 Circa Crossing Dr.
Lithia, FL 33547
813.781.4167

KEY STAFF

- Gary Schneider, PE - Project Director
- Anthony Vieira, PE - Project Manager/ Engineer of Record
- Stephen Swingle, PWS - Sr. Environmental Scientist



Mosaic Big Bend Sulfur Slip Terminal Remediation

Gibsonton, FL

Slip Remediation

The Big Bend Terminal site of Mosaic Fertilizer, LLC, had a 40-year-old bulkhead sheet pile wall in an area known as the Sulfur Slip, which had deteriorated and was in need of remediation. The waler/tie back system was corroded, and several tie rods had failed. Portions of the upper section of the sea wall rotated 12 inches toward the channel, the sheet piles located in the splash zone exhibited signs of heavy corrosion, and due to inefficient steep mooring line angles, some of the landside mooring foundation structures were also failing. Moreover, continued berthing impacts from the molten sulfur barges onto the "loader tire" fendering system was further weakening and damaging the wall.

SEC provided 100% design documents, specifications, and an engineer's estimate for a new 500-LF replacement wall to support the berthing and mooring requirements of the "Bahia de Tampa" and the Betty S tug while also providing Mosaic the capability to dredge the site to a future maximum water depth elevation of -35 feet (MLW) along the sites berthing line. The design included a site specific quasi-static berthing and mooring analysis which provided for the extreme wind limit states at the site.

Tasks ranged from the design of a new sheet pile bulkhead with an associated concrete cap encapsulation, traditional sheet pile anchorage system, design of three independent landside mooring dolphins, geotechnical soils investigation, environmental permitting procurement services, coordination with existing structures, preparation of construction documents, and construction services.

PROJECT COMPLETION
04/2018

CONSTRUCTION COST
$3.7M

CLIENT CONTACT
John Becker
(former Project Manager w/ Mosaic)
Mosaic Fertilizer, LLC
13830 Circa Crossing Dr.
Lithia, FL 33547
813.781.4167

KEY STAFF
- Gary Schneider, PE - Principal
- Anthony Vieira, PE - Project Manager/ Engineer of Record

Covestro Bulkhead Wall Engineering Design, Cedar Bayou

Baytown, TX

New Sheet Pile Wall

The scope of work of the Covestro Bulkhead project included the detailed engineering design of a sheet pile bulkhead wall. The approximate 600-foot wall was necessary to stop the bank erosion along part of the access road to the Covestro Administration Building.

Originally, the wall was permitted using tie rods for the lateral support structure of the wall. Covestro expressed the desire to preserve the mature oak trees along the access road, therefore SEC proposed the use of 1:1 battered HP piles as tie back system. The piles were driven close to the wall and continue deep into the ground in an angle that will not impact the trees above. The area between the new wall and shoreline was filled with select fill.

The project was delivered as EPC, with Orion Marine Group performing the construction.

PROJECT COMPLETION
06/2019

CONSTRUCTION COST
$2.8M

CLIENT CONTACT
Ben McClain, Jr.
Orion Construction, LLC
4440 Highway 225, Suite 180
Deer Park, TX 77536
713.852.6551
bmcclain@orionmarinegroup.com

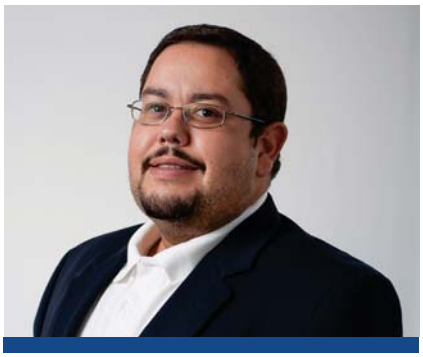
KEY STAFF
- Gary Schneider, PE - Principal
- Andri Iakovou, PMP - Project Manager
- Kevin Whitehead, PE - Design Engineer

Schneider E&C Company, Inc.
- Private & Confidential -

Experience of the Team Members

SCHNEIDER
ENGINEERING & CONSULTING

MARINE STRUCTURAL DESIGN & ENGINEERING



Anthony Vieira, PE

Lead Project Manager

16

Years of Relevant Experience

11

Years with SEC

EDUCATION

- Masters of Civil Engineering (M.C.E.), University of South Florida, 2007
- Bachelors of Science in Civil Engineering (B.S.C.E.), University of South Florida, 2004

PROFESSIONAL REGISTRATIONS

- Professional Engineer: FL, No. 71670

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- American Institute of Steel Construction (AISC)
- American Concrete Institute (ACI)

QUALIFICATIONS SUMMARY

Anthony Vieira is a Professional Structural Engineer with a strong background in structural and geotechnical design and analysis. He has over 16 years of project management, planning, engineering design, structural inspections, and construction services experience ranging from small to large scale waterfront projects in Florida and the Caribbean.

Project types include cruise terminals, bulk material handling facilities, marginal wharves, piers, armored protection slopes, and deep bulkhead wall foundations. Anthony has designed with timber, masonry, cast-in-place concrete, prestressed concrete, and steel and he has experience with vessel mooring design, vessel fendering design, wind and seismic loadings, soil anchor design, and sacrificial cathodic protection.

In all cases, he provides detailed attention, quality, practical judgment, and sound engineering on all projects for the durability and sustainability of the project to stand up to the increased corrosion and other difficult challenges in a saltwater environment exposure.

RELEVANT EXPERIENCE

Big Bend Sulfur Slip Remediation, Tampa, FL
Project Manager/Engineer of Record (EOR). Development, permitting, and engineering design to remediate/replace a 512-LF 40-year-old anchored bulkhead sheet pile wall in an area known as the Sulfur Slip. The majority of the anchorage waler-tie back system had corroded away and several tie rods appeared to have failed. In addition, portions of the seawall appeared to have rotated roughly 12 inches towards the channel, the sheet piles located in the splash zone showed signs of heavy corrosion, and due to inefficient steep mooring line angles, some of the landside mooring structures were also failing. Moreover, the continued berthing impacts from the molten sulfur barges onto the "loader tire" fendering system was further weakening the wall. Tasks range from the design of a new steel sheet pile bulkhead with an associated concrete cap encapsulation, a traditional sheet pile anchorage wall system, a site specific mooring and berthing assessment analysis with recommendations, design of three independent landside mooring dolphins, geotechnical soils investigation, environmental permitting, coordination with existing structures and utilities, preparation of final construction documents, and construction services.

Mosaic Fertilizer, LLC

Big Bend Cellular Berth Repairs & Rehabilitation, Tampa, FL
Project Manager/EOR. Permitting and engineering design to rehabilitate a 37-year-old seawall in need of repairs. The 1,540-LF seawall consisted of a gravity type cellular coffer structure with deficiencies determined from a Level I inspection performed ranging from holes, voids, and cavities in the steel sheet piles; sheet pile knuckle separations; damaged and missing cathodic anodes; inadequate fendering system causing damage and distortion to the

cell's sheet piles above water; and a structural integrity issue where a section of the cell structure was driven short and not penetrating the soil mudline. In addition, a site investigation program was performed to determine whether the existing seawall would withstand deepening the berth zone from EL -36 feet MLW to EL -43 feet MLW. Tasks range from the design of an encapsulation cap recessed within the curved tops of the existing cell structure and supporting cap piles to prevent further corrosion of the exposed above water steel sheet piles, design of a new fendering system, coordination for the integration of the existing berth mooring systems, geotechnical soil testing investigation, preparation of final construction documents, and construction services.

Mosaic Fertilizer, LLC

Amber Cove Cruise Ship Docking Facility Design-Build (D-B), Bahia de Maimon, Dominican Republic
Project Engineer. D-B of a new cruise ship port-of-call pier and timber excursion dock. The 1,075-foot concrete pier and two concrete dolphins are designed to accommodate two Royal Princess Class cruise vessels up to 1,080 feet in length and displacements up to 75,000 tons (gross registered tonnage 139,000). Cruise pier is designed to withstand wind/sea states during a threshold Category 5 hurricane; 100-year event waves; currents; and a 2,500-year seismic event.

Orion Marine Group

North Cargo Pier 1 & 2 Assessment, Port Canaveral, FL
Project Manager/EOR. Level I visual inspection and assessment on the condition of the 1,290-foot-long concrete pile supported pier constructed in the 1970s. The inspection consisted of cataloging, documenting, and summarizing all the structural deficiencies visually observed above and below the pier deck. An engineering assessment report was provided detailing the deficiencies encountered and providing the Port Authority with a general overview of the pier's current condition for the planning, budgeting, and prioritizing the pier's future maintenance, improvements, and items needing repair.

Canaveral Port Authority

Port Sutton Ammonia Seawall Extension, Tampa, FL
Project Manager/EOR. Development, permitting, and engineering design of a new 525-LF bulkhead wall extension required to prevent further embankment erosion of the terminal waterfront and safeguard a marginally exposed section of ammonia pipeline located atop the embankment from potential collision with passing/berthing vessels. Tasks range from the design of a submerged cantilevered bulkhead wall, articulating scour protection mats, geotechnical soils testing investigation, environmental permitting mitigation, coordination with existing structures and utilities, preparation of final construction documents, and construction services.

Tampa Port Services/Mosaic Fertilizer, LLC

North Cargo Berth 5, Port Canaveral, FL
Assistant Project Manager/EOR. Development and design of a new 1,050-foot general purpose deep water marine cargo facility. This included the design of a deep bulkhead wall foundation with a pile supported concrete relieving platform capable of accommodating the daily expected activities for large size mobile harbor cranes, forklift reach pickers, and the mooring/berthing of up to Handy Class container, liquid bulk, and bulk cargo vessels. Tasks ranged from the geotechnical soil review for both a drained and undrained difficult soil conditions, engineering design of multiple main bulkhead cross-section types, anchor walls, 100 MT landside mooring dolphins, site development planning, coordination/preparation of the final construction drawing documents, construction services, project management, and coordination of the design team within the project schedule and budget.

Canaveral Port Authority

North Cargo Berth 8, Port Canaveral, FL
Marine Structural Engineer. Provided assistance to the Lead Senior Engineer for the development and design of a new 900-foot general purpose deep water marine cargo facility. This included the design of a deep bulkhead wall with a pile supported relieving platform capable of accommodating the daily expected activities for large size mobile harbor cranes, forklift reach pickers, and the mooring/berthing of Handy Class container, liquid bulk, and bulk cargo vessels. Tasks ranged from the geotechnical soil review for both drained and undrained soil conditions, engineering design of the three main bulkheads cross-section types, anchor walls, and various 100 MT onshore and offshore monopile type mooring dolphins.

Canaveral Port Authority

Gary Schneider, PE
QA/QC Manager

49
Years of Relevant Experience

12
Years with SEC

EDUCATION

- MS, Civil Engineering, University of Texas at Arlington, 1974
- BS, Civil Engineering, University of Texas at Arlington, 1972

PROFESSIONAL REGISTRATIONS

- Professional Engineer:
  FL, No. 33237;
  TX, No. 111910; VA, No. 03968;
  Virgin Islands, No. 0-6035-18;
  WA, No. 52937; LA, No. 40489

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- American Institute of Steel Construction (AISC)
- American Association of Port Authorities (AAPA)
- Florida-Caribbean Cruise Association (FCCA)

QUALIFICATIONS SUMMARY

Gary Schneider has over 49 years of experience in the planning, design, construction management and project administration of many complex civil and port/waterfront engineering projects throughout the United States and the Caribbean. He has been in responsible charge of the planning and design of major cruise pier projects in Grand Turk, Dominican Republic, Cozumel Mexico, Jamaica, Honduras, and the U.S. Virgin Islands; and for the largest most modern container complex in the United States. Gary's experience extends from initial planning to project completion including design and construction management.

Gary has led the planning and design efforts for waterfront projects throughout Florida, including the Naval Station at Mayport. He has served as a lead consultant engineer for Port Everglades, a lead consultant engineer for the Port of Tampa, and as chief engineer for projects at: Port of Pensacola, Port of St. Petersburg, Port Manatee, and the Port of Miami. He has also led project designs for the Port of Houston, The West Indian Company in St. Thomas, Virgin Islands Port Authority, Aruba Ports Authority, St. Lucia Port Authority, Port Authority of Jamaica, as well as various other projects throughout the United States and the Caribbean.

Gary was the design project manager for the award-winning Electromagnetic Roll Facility for the U.S. Navy at Ingleside, Texas near Corpus Christi. This facility is utilized in the maintenance of highly sophisticated electronic warfare surface military vessels. This design effort included locating a site for the facility, planning the entire project, dredge fill permitting, designing the facility, and providing construction services throughout the construction. The project was awarded the "Engineering Excellence – Grand Award" by the Florida Institute of Consulting Engineers (FICE) in 1988.

Gary was also the Engineer of Record (EOR) for Carnival Cruise Lines Grand Turk Cruise Pier in the Turks and Caicos. This project was delivered as a design-build (D-B) project in 2007 and was awarded the "2007 Grand Award" by the FICE.

RELEVANT EXPERIENCE

Houston Fuel Oil Terminal SDK #5, Channelview, TX
Project Principal. Planning, permitting, and design of a new Suezmax Terminal on the Houston Ship Channel. The project involved the dredging of 480,000 CY of material and the installation of approximately 1,400 LF of a new deep-water bulkhead wall. The project also included the installation of four mono-pile mooring dolphins, four mono-pile breasting dolphins, and barge protection fender piles. The platform footprint is 110 feet x 44 feet and was designed to support four 16" MLAs and two service deck cranes. The project will be connected to an existing facility on the other side of the channel via a pipeline crossing that will carry seven pipelines.

Houston Fuel Oil

Ship Dock 6 Design Development, Houston, TX
Project Manager. Design development of Targa Resources Ship Dock 6 along the Houston Ship Channel. The project consists of the design of dredging, dredge disposal area reconfigurations, retaining bulkhead design, passing ship studies, dynamic mooring analysis, and marine structure design for liquid loading arms, breasting dolphins, and mooring dolphins.

Targa Resources

Port Sutton Ammonia Seawall Extension, Tampa, FL
QA/QC Manager. Development, permitting, and engineering design of a new 525-LF bulkhead wall extension required to prevent further erosion of the terminal waterfront and safeguard a marginally exposed section of ammonia pipeline from potential collision with passing/berthing vessels. Tasks range from the design of a bulkhead wall and respective structural components, geotechnical soils testing investigation, environmental permitting mitigation, coordination with existing structures and utilities, and providing the client with a ± 10% construction cost estimate.

Mosaic Fertilizer, LLC

Mayport Naval Station Repair Wharf Delta Bulkhead, Mayport, FL
Project Director. Oversaw all phases of design, design submittals, and construction management of the replacement of approximately 2,000 LF of deep-water bulkhead along Wharf Delta.

NAVFAC Southeast

Port Redwing Development, Tampa, FL
Project Manager. Provided general engineering and planning for the phased development of the Tampa Port Authority's 150-acre Port Redwing site. The Phase One development included rail access design along with a new deep water marine berthing facility for bulk unloading and storage. The new 500-foot-long facility was designed using a steel sheet pile bulkhead and included a concrete encased cap and pile supported ship unloader crane rails. The facility also included mooring and breasting dolphins with steel pipe piles and cast-in-place concrete caps.

Tampa Port Authority

Rehabilitation of Berths 2 & 3 at Port Castries, St. Lucia
Project Manager. Installation of a new steel sheet pile bulkhead in front of an existing 100-year-old concrete cylinder gravity structure. The existing structure has experienced distress as a result of scour and high mooring loads from Cruise Ships. The new structure will allow an increased dredge depth for Voyager Class vessels and moorings of new fenders and bollards, including high wind bollards.

St. Lucia Ports Authority

Berth 5 Wharf Design, Manatee County, FL
Project Manager. Design of 1,200-LF deep-water general cargo berth consisting of a new steel pipe and sheet pile bulkhead and heavy load capacity pavement apron, including dredging and extensive backfill material preparation, with utilities, lighting, and revetment protection.

Port Manatee

Trillium Bulkhead Design, Pensacola, FL
Project Manager. Design of a 961-LF deep-water bulkhead and pavement apron. The design included siting of the bulkhead, which was instrumental in reducing future dredging, and provided a "barrier" for an environmentally stressed site.

Port of Pensacola

Bulkhead Improvements for The West Indian Company Ltd. Cruise Ship Berth, St. Thomas, US Virgin Islands
Project Manager. Design of an 1,820-LF deep-water bulkhead and pavement apron for the Cruise Ship Berths at Charlotte Amalie. The design included installing a stronger and deeper steel sheet pile bulkhead in front of an existing bulkhead to serve the newer-bigger cruise ships which have powerful thrusters and azipods which impact the bulkhead and scour the sea bottom in front of the bulkhead. Site evaluation of the existing bulkhead and refined bulkhead design analysis resulted in reuse of the existing tieback system which provided large savings to the owner regarding construction costs and regarding operations. Reuse of the anchor system allowed continuous operation of the berths resulting in no loss of revenue to the owner. The project also required a unique fender design to maintain the alignment with an existing pier fender line.

The West Indian Company Ltd.

Karen Somerder, PE
Civil Engineer

30
Years of Relevant Experience

3
Years with SEC

EDUCATION/TRAINING

- BS, Civil Engineering, Florida State University, 1993
- Traffic Control Planning, Electronic Data Delivery, Specifications Training

PROFESSIONAL REGISTRATIONS

- Professional Engineer:
  FL, No. 54865;
  TX, No. 103927; VA, No. 049356

PROFESSIONAL AFFILIATIONS

- National Society of Professional Engineers
- Florida Engineering Society
- Tampa Propeller Club

QUALIFICATIONS SUMMARY

Karen Somerder is a Professional Civil Engineer and has more than 30 years of experience as engineer of record (EOR) and project manager for many projects including port/marine design civil/site design, site development, industrial railroad design, and roadway design. Her experience includes managing on-call/engineering task order driven contracts at various ports in the United States. On a more detailed level, Karen's experience includes developing project scopes, fees, schedules, and budgets along with developing the technical pieces of projects including, reports, construction plans, estimates, and contract documents. Her strengths include interacting with clients, subconsultants, and the project team to deliver quality products. Her experience includes an extensive mixture of project types including roadway, site development, rail, permitting, and utility designs.

RELEVANT EXPERIENCE

Port Tampa Bay On-Call GEC Services, Tampa, FL
Project Manager/Civil Engineer. Performed services under a series of on-call tasks that include providing various facilities design and environmental studies/permitting for coastal engineering and seaport infrastructure. The services were provided on an as-needed basis for three years, by individual task orders, when requested by the Tampa Port Authority. The project began in 2018. Task order projects included Port Redwing Railroad Extension, Berth 3 and Berth 219 fender testing, Berth 3 bulkhead repair, Berth 219 wharf extension, and Southbay access roads.

Port Tampa Bay

Port Authority of Guam Port Modernization Program Hotel Wharf Replacement, Territory of Guam
Lead Civil Engineer. Design work for the replacement of an existing wharf and roadway. The wharf replacement portion of the project included the construction of a new sheet pile bulkhead retaining wall approximately three feet outside of an existing sheet pile bulkhead wall. Wharf structural components included new sheet pile retaining wall bulkheads utilizing "dead men" walls, batter piles, and tie-rods, and mooring bollards. The roadway to access the wharf and other Cobras Island facilities included replacing the roadway pavement, minor adjustments to the right-of-way, and the addition of stormwater management components. Both the wharf and the roadway involved new and replacement of existing underground utilities.

Port Authority of Guam

Jacksonville Port Authority Trapac Boulevard, Jacksonville, FL
Roadway/Civil Engineer. Design of a new four-lane urban entrance road to a large container yard at the Port of Jacksonville. Improvements included a new right turn lane and a new signalized intersection at New Berlin Road/Trapac Boulevard. The project included the design of sheet pile walls, stormwater,

permitting, coordination with CSX Railroad for a new crossing, signing and pavement markings, and traffic control.

Jacksonville Port Authority

Port Everglades Wetland Enhancement/Southport Turning Notch Expansion, Fort Lauderdale, FL
Project Engineer. The project was to expand the existing berth space at the Southport Turning Notch by approximately 1,400 feet x 750 feet to create five new berths to accommodate larger cargo ships at Port Everglades upon expansion of the Panama Canal. With the expansion of the berth, eight acres of existing mangroves were removed and a mitigation area of approximately 16 acres was be created. Upon the successful establishment of the mitigation area, the new berths and adjacent uplands were constructed. The project was delivered in three phases. The Engineering Design phase of the work included the engineering design and permitting for construction of the Southport Turning Notch expansion and associated upland expansion. Karen's previous firm's role on the project included providing the engineering design and bid documents during for the marine structures (approximately 3,500 feet) associated with the expansion of the berths.

Port Everglades

North Carolina State Ports Authority (NCSPA) New Reefer Storage Yard C, Wilmington, NC
Deputy Project Manager/Senior Civil Engineer. New 5.5-acre refrigerated container yard with 775 reefer plugs. The project included surveying, storm drain inspection, SUE services, geotechnical investigations, erosion control, demolition, maintenance of traffic, grading, heavy duty asphalt pavement design, storm drains, potable water and fire line with hydrants, reefer rack design, electrical design for reefers, and lighting design. Bid and procurement support services were also provided.

NCSPA

NCSPA New Container Yard F, Wilmington, NC
Deputy Project Manager/Senior Civil Engineer. New 5-acre container yard. The project included surveying, storm drain inspection, SUE services, geotechnical investigations, erosion control, demolition, maintenance of traffic, grading, heavy duty asphalt pavement design, storm drains, potable water and fire line with hydrants, and high mast lighting design. Bid and procurement support services were also provided.

NCSPA

Port Tampa Bay Berth 214 Upland Improvements, Tampa, FL
Project Manager/Civil Engineer of Record. Design of a new 14-acre container yard. Project included pavement design, site grading, permitting, stormwater design, wick drains, fire mains and hydrants, and high mast lighting design. Bid documents were prepared including construction drawings and specifications and construction cost estimates.

Port Tampa Bay

Castaway Cay Improvements, Abaco, Bahamas
Project Manager/Civil Engineer of Record. Facility expansion for a cruise line on their private island, Castaway Cay. Reserved exclusively for cruise guests, Castaway Cay is a port-of-call for the cruise line. The project included the following improvements: retrofitting the existing pier to accommodate larger cruise ships; rebuilding existing rock breakwater structures adjacent to the pier; expanding the existing boat charter dock and providing power, potable water, and diesel fuel supply; providing a new sting ray containment area that included piles and netting; providing a new floating water slide feature and breakwater; widening existing tramways and constructing new concrete pavement around new buildings; new building structures, including a dining pavilion, massage huts, beach/snorkel equipment rental, cast housing, retail, kitchen, beach cabana structures, and restroom facilities; and utility improvements, including sanitary sewer and lift stations, potable water, electrical, diesel distribution, 10,000-gallon diesel storage tank, 40,000-gallon potable water storage tank, diesel generators, and 25,000-gallon-per-day reverse osmosis freshwater units.

Disney

Corey Womack, PE
Structural Engineer

9
Years of Relevant Experience

<1
Years with SEC

EDUCATION/TRAINING

- ME, Structural Engineering, University of Florida, 2013
- BS, Civil Engineering, University of Florida, 2012

PROFESSIONAL REGISTRATIONS

- Professional Engineer:
  FL, No. 89411;
  TX, No. 127571

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)

QUALIFICATIONS SUMMARY

Corey Womack has over nine years of experience working as a structural engineer with a primary focus in the design, inspection, and rehabilitation of marine waterfront structures. Clients have included petrochemical terminal facilities, port authorities, marine contractors, shipyards, and public-owned ferry terminal and bridge structures.

Corey's experience includes the structural and geotechnical design of marine terminals, steel and concrete mooring and berthing dolphins, steel sheet pile bulkhead walls, ferry landings, marinas, piers, and bridge protection structures. He also presents notable experience in asset management and inspection program development and execution for chemical and petroleum dock structures. Additional experience includes structural analysis and design of highway bridge structures.

RELEVANT EXPERIENCE

Crude Oil Liquids Dock FEED, Texas City, TX
Lead Marine Structural Engineer. Provided lead marine structural engineering for a 30%-level design for the new construction of a dock with the capacity to berth and unload two Aframax-class tankers and to a design mudline of -58' NAVD88. Sea-going barges were also accommodated for the use as a multipurpose export dock. Provided critical input regarding the placement of ship berths and the dock, geometric offset clearances from adjacent navigable channel and dock facilities, and modifications to the shoreline. Primary tasks include OPTIMOOR mooring analysis and the design of the loading platform supported by 54" Concrete Spun Cast Piling, approach trestle, steel monopile berthing and mooring dolphins, and bulkhead wall. The shoreline works evaluated multiple anchored bulkhead configurations for two different mudlines which considered future potential deepening of channel and various dredging arrangements. Also prepared an alternative scope which investigated the conceptual arrangements for two 130,000 DWT chemical export tankers.

Confidential Client

Waterfront Structural Inspection, Texas City, TX
Project Manager/Lead Marine Structural Engineer. Annual inspection program for 13 petroleum and chemical docks. Supervised the dive inspection portion of the work, performed the above water inspections and inspection reports communicated condition ratings and commentary of all dock elements, and provided direction towards areas of repair. Dock structures inspected include elevated loading platforms and access piers, waterfront bulkhead structures, shoreline protection elements, and berthing and mooring dolphins and hardware. Materials commonly inspected consist of steel, reinforced concrete, prestressed concrete, and rubber fendering.

Port of Texas City

Dock 18 Bulkhead, Texas City, TX

Project Engineer. Deep-water anchored bulkhead located at a liquids ship dock in Texas City. The bulkhead was installed around existing dock structures to increase land area for use as a maintenance yard and to improve shoreline stabilization. Tasks performed were retaining wall analysis, global stability analysis, and design of combi-wall system with various anchorages. During construction, various in-ground obstructions were discovered causing changes in the wall alignment and in the method of anchorage used.

Confidential Client

Structural Inspections, Jacksonville, FL

Project Engineer. Provided structural inspection support for the inspection of hundreds of City-owned stormwater control structures and bulkhead retaining walls along the St. Johns River.

City of Jacksonville

Oyster Creek Bulkhead, Sugarland, TX

Project Engineer. Provided structural analysis and design for approximately 1,150 LF of riverfront commercial bulkhead along Oyster Creek. Design covered the reevaluation of roughly 300 LF of existing bulkhead for new landside use and waterline conditions. Additional tasks included setting the proposed bulkhead alignment, developing the anchor system layout and design, and construction cost estimating.

Confidential Client

Lynchburg Ferry Emergency Repair, Baytown, TX

Marine Structural Engineer. Monopile structures of the north landing area of Lynchburg Ferry, a project which replaced all waterfront ferry landing structures in an emergency-fashion in the aftermath of Hurricane Harvey. Engineer of Record (EOR) for the north landing's steel monopile elements which included the outer 60" steel monopile berthing dolphins and inner 36" steel wingwall piling, as well as the steel monopile dolphins in the "mooring area" used to store ferry vessels during maintenance or storm events. Approach velocities and berthing energies were determined for sizing the dolphins leading up to the landing ramp. Mooring crowns are affixed to the top of a floating donut fender for each monopile, allowing the ferries to tie off at a consistent height above the waterline. The "mooring area" monopile is tall enough to accommodate two ferries to be safely moored while exposed to storm surge elevations as historically measured from Hurricane Ike. An aggressive schedule required an IFC drawing package of the piling elements within five calendar days to accommodate the client's timeline.

Harris County

Protection Structures for I-10 Bridge at San Jacinto River, Houston, TX

EOR. Served as EOR for the replacement structures for the bridge channel fender protection system and the upstream protection dolphin structures which were damaged due to flooding during Hurricane Harvey. The purpose of this project is to provide vessel impact protection for this major interstate corridor. The project plan utilizes low-clearance impact hammer driving for the fender piling underneath the existing I-10 bridge spans. The new multi-pile dolphin structures utilize the dolphin's jacket frame as the driving template. Reusing existing pile infrastructure was considered after performing a thorough underwater inspection and bathymetric survey. An underwater steel sheet pile wall was also designed to shore up the mudline around an existing bridge pier foundation and to further protect against future scour. After completion of the design phase of this project, Tropical Storm Imelda caused subsequent flooding and damage to project site, triggering a full project redesign and scope addition of structures to replace.

TxDOT

Indian Point Pier Inspection, Portland, TX

EOR. Level II structural inspection of approximately 1,000 LF of elevated concrete fishing pier. Previous hurricane storm events had caused damage to portions of the superstructure, resulting in settlement of the superstructure units and partial closure of these areas to the pier. The purpose was to identify which repairs are needed and the associated cost to bring the pier back to full public use. Tasks include performing an above water inspection of all concrete elements; contracting out and supervising dive inspections and cleaning of pile elements; and reporting including direction to client on method, cost, and priority of repairs. Pier structural elements inspected were the prestressed concrete piling, reinforced concrete bent caps, prestressed double-tee superstructure beams, and a cast-in-place topping slab.

City of Portland

Stephen Swingle, PWS

Permitting

42

Years of Relevant Experience

8

Years with SEC

EDUCATION/TRAINING

- BS, Environmental Biology & Zoology, Ohio University, 1981

PROFESSIONAL REGISTRATIONS

- Professional Wetland Scientist: #000633

PROFESSIONAL AFFILIATIONS

- National Association of Environmental Professionals
- Florida Association of Environmental Professionals
- Tampa Bay Association of Environmental Professionals
- Society of Wetland Scientists

QUALIFICATIONS SUMMARY

Stephen Swingle is a senior environmental scientist with 42 years of professional working experience in the areas of aquatic and terrestrial ecology and development of impact assessments for waterfront projects. His professional experience includes work on water and sediment quality studies; marine and freshwater resource characterization, mitigation design, permitting, and monitoring; endangered/threatened species survey and relocation; Environmental Assessment (EA) and Environmental Impact Study (EIS) preparation; and environmental permit and consent order negotiations.

Stephen also has 40 years of environmental resource assessment experience including development of practical solutions to minimize impacts from development projects such as large-scale dredging operations. His primary focus involves coastal environments including major port and harbor projects. Areas of specialization include natural resource assessment and management, environmental assessment and permitting, and public education and involvement. Stephen is also accomplished in the areas of fisheries, salt marsh, seagrass, mangrove, and reef ecology.

RELEVANT EXPERIENCE

East Port Expansion, Tampa, FL
Permitting Project Manager. Expansion of the East Port development located in Port Tampa Bay. The project will involve the creation of six deep water berths, associated backlands, and dredging of berths and turning basin. Located along Causeway Boulevard at Berths 151 and 152 in the East Port basin, the construction of the Berths will require the placement of 7,080 LF of bulkhead along the frontage of the berths, 64 acres of back fill, and the dredging of approximately 98 acres of bay bottom for berthing and navigation. The project will also involve the design and permitting of a 196-acre mitigation area at the Picnic Island mitigation site near MacDill Air Force Base.

Port Tampa Bay

East Port Berth Development, Tampa, FL
Project Manager. Construction of 2,000 LF of bulkhead, the filling of 23.38 acres of estuarine submerged bottom, and the dredging of 52.5 acres. Backlands will be created landward of the bulkhead for use as general cargo storage. A 19.8-acre off-site wetland creation area consisting of mangrove and salt marsh habitat will be constructed to compensate for wetland and surface water impacts. Services include permitting through the FDEP, USACE, and TPA. Supporting studies and documents preparation include the development of an Alternative Sites Analysis and Essential Fish Habitat Evaluation. Additional studies included hydrodynamic modeling to assess estuarine residence time (pre and post development) and an underwater archaeological survey of the affected area.

Port Tampa Bay

Berth 223 Bulkhead Replacement, Tampa, FL
Project Manager. Replacement of 1,100 LF of bulkhead that was failing and in danger of collapse. Services included expedited permitting through the FDEP, USACE, and TPA. Responsibilities included management of all regulatory permitting associated with the dredging project.

Port Tampa Bay

Zero Duvall Street Bulkhead Replacement, Key West, FL
Permitting Scientist. Replacement of the current bulkhead located at Zero Duvall Street. Services consisted of environmental studies including a coral and seagrass study performed according to the Florida Keys National Marine Sanctuary survey protocols and obtaining permits for the work through FDEP and the USACE.

City of Key West

WICO Inner Berth Bulkhead Replacement and Harbor Maintenance Dredging, St. Thomas, USVI
Project Manager. These WICO inner berth and harbor maintenance projects in Charlotte Amalie Harbor in the USVI. Services include aquatic resource mapping along bulkheads and navigational/berthing areas; chemical sediment testing, water quality studies; coral and seagrass mitigation plan development; Section 7 consultation for critical habitat impacts; permitting through the USVI and USACE; and review agency consultation with the US EPA, USFWS, and NMFS.

West Indian Company

Permitting of Mosaic Port Sutton Shoreline Armoring, Tampa, FL
Project Manager. Permitting of 525 LF of bulkhead toe wall and scour protection mat landward of the proposed wall and 45 LF of return wall at the Tampa Port Services, LLC Ammonia terminal at Port Sutton. Services included expedited permitting through the FDEP, USACE, and TPA. Responsibilities included management of all regulatory permitting. Project highlights included detailed negotiations with FDEP to avoid costly oyster mitigation for project impacts which were previously mitigated through credits purchased from a mitigation bank.

Mosaic

Santa Rosa Island Hurricane Repair/Improvements, Eglin Air Force Base, FL
Project Manager. Design and permitting of large-scale coastal repairs and improvements to Eglin's Santa Rosa Island complex in the Florida Panhandle. The project includes the restoration of five miles of coastal beach area and 17 miles of dune habitat. The project also involved the design and permitting of four bulkhead structures to protect mission critical defense testing facilities from future hurricanes. Additional services included preparation of Description of Proposed Action (DOPPA), assistance with wildlife consultations, and the development of co-permitting arrangements with Okaloosa County. Responsibilities included management of all preliminary design services and regulatory permitting for the project.

Okaloosa County

Trillium Waterfront Development, Pensacola, FL
Project Manager. Preparation of permit application packages, sediment testing, and biological assessments for this navigational and berthing project. The project involves the planned removal of over 240,000 CY of sediment and the installation of an extensive waterfront bulkhead for ship berthing. Initial planning phases included performance of a detailed live bottom survey to determine potential impacts to existing seagrasses. A sediment disposal plan was also prepared to provide adequate spoil disposal with limited upland availability, including the handling of sediments contaminated with polyaromatic hydrocarbons.

Port of Pensacola

Dredging and Bulkheading Projects, Cape Canaveral, FL
Task Manager. Preparation of permit application packages, sediment testing, and biological assessments for several navigational and berthing improvement projects. These projects are unique due to the planned disposal of sediments in an offshore spoil disposal location – Canaveral Ocean Dredged Material Disposal Site (ODMDS). Sediment testing for ocean disposal was analyzed via the USACE and US EPA 3-tier testing methodology involving elutriate, bioassay, and bioaccumulation procedures.

Port Canaveral

Henry Simpkins, PSM

Survey/Bathymetric

12

Years of Relevant Experience

11

Years with SurvTech Solutions

EDUCATION/TRAINING

- BS, Surveying Engineering Technology, University of Maine, 2010

PROFESSIONAL REGISTRATIONS

- Professional Surveyor & Mapper: #7192

PROFESSIONAL CERTIFICATIONS

- OSHA 40-HOUR HAZWOPER
- CPR & First Aid

QUALIFICATIONS SUMMARY

Henry Simpkins has 12 years of experience and is competent in numerous data collection techniques, including RTK GPS, conventional surveying, GPR, IMUs, hydrographic surveying, and 3D laser scanning. He has performed single beam, multi-beam, duel frequency, sub-bottom profiling, GPR, and side-scan sonar. He has been formally trained and certified by HyPack on HyPack and Hysweep and is the beta tester for Hypack's Unmanned Aerial Vehicle (UAV) LiDAR processing.

RELEVANT EXPERIENCE

Lake Worth Inlet Jetties Multi-Beam & Side-Scan Hydrographic Survey, Mobile LiDAR, and Terrestrial LiDAR, Lake Worth, FL

Chief Surveyor. Performed a topographic and bathymetric survey of the Lake Worth inlet jetties project, which covered over 40 acres of upland jetty and subaqueous channel. The multi-beam and side-scan sonar hydrographic surveys were required to be performed within one hour each side of high tide, and the mobile LiDAR from the boat was required to be performed within one hour each side of low tide. Terrestrial scanning was also performed to supplement the mobile LiDAR. Horizontal and vertical control were established with static and RTK GPS. SurvTech mobilized three teams to the project, a hydrographic survey crew, terrestrial scanning crew, and land survey crew. The crews were managed by a project manager who directed field opportunities based on when high and low tides occurred. The point cloud data derived from multi-beam, mobile LiDAR, and terrestrial LiDAR was combined into a seamless point cloud.

USACE-Jacksonville District

Miami Jetty Multi-Beam & Side-Scan Hydrographic Survey & UAV LiDAR, Miami, FL

Chief Surveyor. Performed a topographic and bathymetric survey of the Miami inlet jetty project, which covered over 50 acres of upland jetty and subaqueous channel. The multi-beam and side-scan sonar hydrographic surveys were required to be performed within one hour each side of high tide, and the UAV LiDAR was required to be performed within one hour each side of low tide. This is the first project where the USACE was using UAV LiDAR instead of terrestrial and mobile scanning. SurvTech mobilized three teams to the project, a hydrographic survey crew, a UAV LiDAR crew, and land survey crew. The crews were managed by a project manager who directed field opportunities based on when high and low tides occurred. The point cloud data derived from multi-beam and UAV LiDAR was combined into a seamless point cloud.

USACE-Jacksonville District

O1-A Aerial Topographic & Hydrographic Survey, Wauchula, FL

Chief Surveyor. Performed a topographic and bathymetric survey of the O1-A mine project, which consisted of numerous upland and subaqueous

areas across a 1,000-acre site. The terrain could be treacherous at times, due to the height of the upland areas, and grade down to the water. The multi-beam surveys were performed with SurvTech's Kraken unmanned survey vessel (USV). The Kraken USV was constructed by SurvTech and carries our Norbit MBES multi-beam system. The upland was mapped with our UAV equipped with LiDAR USA's Snoopy LiDAR system.

Mosaic

Tampa Bay Hard Bottom Mapping Hydrographic Surveying Project, FL

Hydrographic Party Chief. Performed simultaneous collection of side-scan and interferometric (multi-beam) collection of the southern half of Tampa Bay (42.5 square miles) to produce thematic and bathymetric maps of the bay for the Southwest Florida Water Management District (SWFWMD). Henry captained our 25-foot Scully, equipped with dual 115-HP outboards, Hypack, Hysweep, SonarWiz, SBG IMU, ALTUS Heading RTK GPS, and a Edgetech 6205 multi-beam and side-scan system.

SWFWMD

Clifton Mine Aerial Topographic (LiDAR) & Hydrographic (Multi-Beam) Survey, Ocala, FL

Project Manager. SurvTech conducted a combined topographic and hydrographic survey at Clifton Mine. This survey was performed 100% by UAV and USV, including SurvTech's USV equipped with multi-beam sonar. Henry coordinated with the UAV crew to establish and utilize the same horizontal and vertical control, collect the multi-beam point data, and perform the post processing, including assisting with the combining of the data set.

Guerra Development Corporation

Panama City Express Gas Pipeline Route Survey, Panama City, FL

Hydrographic Surveyor. Project required a route survey, subsurface utility designation, boundary surveys, submerged lands surveys, hydrographic surveys, and construction stakeout. Acquired and processed airborne LiDAR and imagery in support of surveys. Henry performed the collection and processing of hydrographic data ensuring all data collection procedures and data deliverables were compliant with project requirements.

TECO

Oroville Dam Spillway Mapping with LiDAR from UAV Platform, Oroville, CA

Mobile Positioning Expert. Emergency response project for eTrac and the California Department of Water Resources. SurvTech mobilized to California for an emergency survey of the spillway failure to the Oroville Dam after the dam collapsed due to flooding. The flight could not be automated with GPS due to the high voltage transmission lines crossing the spillway and the extreme scope of the spillway and therefore had to be flown manually. Serving as Mobile Positioning Expert, Henry performed all the post processing in Hypack software and delivered a digital elevation model (DEM) to the client.

eTrac & the California Department of Water Resources

Rio Indio Hydrographic Survey, Río Indio, Panamá, Provincia de Colón

Hydrographic Surveyor. Project required a multi-beam hydrographic survey for IIC Technologies. The project included performing a multi-beam hydrographic survey of 33 km of the Rio Indo River in Panama. Henry was responsible for outfitting a rented boat with a Norbit iWBMS multi-beam system with an internal integrated Applanix Wavemaster IMU and GNSS. He captained the boat for two weeks in poor weather and harsh conditions, ensuring that quality hydrographic data was captured processed to meet scope of work requirements.

IIC Technologies

Additional Expertise:

- Right-of-way Surveys
- Horizontal & Vertical Geodetic Control Surveys
- Canal & Levee Cross Sections and Profiles
- Boundary Surveys - PLSS Retracement
- Mean Highwater Surveys
- Ordinary Highwater Surveys
- Topographic Surveys
- Specific Purpose Surveys
- Hydrographic Surveys
- Construction Layout, Record, As-builts, and Quantity Surveys
- General Surveying - Legal Descriptions, Court
- Surveyor Reports

Other Relevant Information

SCHNEIDER
ENGINEERING & CONSULTING

MARINE STRUCTURAL DESIGN & ENGINEERING

Other Relevant Project Experience

Below are three projects that SEC has provided engineering services on which are similar in nature, scope, and complexity to the five segments of this project:

Project #1

Mosaic Tampa Port Services Seawall Remediation | Tampa, FL

Replacement of Seawall & Shoreline Protection

SEC was tasked by Mosaic under a design-bid-build contract to develop, design, and rehabilitate the Port Sutton Facility's waterfront located in Tampa, FL. Various structures had deteriorated beyond repair in addition to significant erosion occurring on approximately 1,000 LF of unprotected shoreline due to vessel traffic in the channel that began to undermine the upland foundations supporting a critical ammonia pipeline.

SEC provided project planning, engineering, design, permitting procurement services, and construction services for the project. The scope of work for the main dock structures consisted of a new 600-LF SSP seawall tied back with new grouted soil anchors waterside of the existing wall. One of the biggest challenges was designing a system that could be constructed without failing the existing deteriorated wall but also protecting Mosaic's dock control building that is supported on a shallow foundation system within 10 feet behind the deteriorated wall. The project also incorporated the conversion of 200 LF of existing seawall to a new cantilevered submerged SSP toe-wall with an articulating scour protection mat to reduce the overall maintenance and overall cost of construction. As a secondary construction phase effort, SEC also designed a new 550-LF shoreline protection system consisting of a cantilevered toe-wall with scour mats to address the upstream channel embankment erosion and protect the critical ammonia pipeline foundations.

Project Schedule: 12/2017-09/2020
Construction Cost: $7.5M
Key Staff: Gary Schneider, PE - Principal
Anthony Vieira, PE - Project Manager/EOR

Client Contact
John Becker, *former Project Manager w/ Mosaic*
Mosaic Fertilizer, LLC
13830 Circa Crossing Drive, Lithia, FL 33547
813.781.4167

Project #2

Amber Cove Cruise Ship Docking Facility
Bahia De Maimon, Dominican Republic

New "Greenfield Site" Design-Build (D-B) - Pier & Dolphin Design

SEC designed and served as EOR for a D-B project for construction of a new cruise ship port-of-call dock, timber excursion dock, and Timber "Palapas" facility, consisting of timber walkways/platforms over water. SEC oversaw marine and structural engineering from design through construction. The 1,075-foot concrete cruise ship pier and two concrete dolphins are designed for cruise vessels up to 1,080 feet in length and displacements up to 75,000 tons (gross registered tonnage 139,000). Cruise pier is designed to withstand wind/sea states during a threshold Category 5 hurricane.

Project #2 *(continued from previous page)*

Design activities included dredging, dredge slopes, and off-shore dredge disposal design; concrete main berthing pier and access bridge design; mooring and berthing design; seismic loading design; aids to navigation design; and design of small craft (excursion boats) pier.

SEC oversaw marine and structural engineering from design through construction.

Project Schedule: 05/2013-10/2016
Construction Cost: $39.5M
Key Staff: Gary Schneider, PE - Project Director
Andy Curtis, PE - Project Manager
Anthony Vieira, PE - Project Engineer

Client Contact
Armando Corpas | DR Cruise Port, LTD.
3655 NW 87th Ave.
Miami, FL 33178
acorpas@carnival.com • 305.599.2600

Project #3

Golden Pass LNG Facility - Design & Construction Services | Sabine Pass, TX

New Floodgates

SEC provided 100% design services for new floodgates at the Golden Pass LNG facility in Sabine Pass, Texas. The design consisted of steel pipe pile supported concrete foundations at two locations for the installation of two types of flood gates at the facility. The gates were 30 feet and 60 feet, respectively. At each foundation location, there was also design of steel sheet pile to serve as a "curtain" to prevent water piping under the foundation into the facility. An anchored bulkhead wall was designed beyond the foundation's limits to "close the gap" between floodgate and the new levee system being constructed around the facility. A design challenge in this project was encountering significant downdrag forces from anticipated soil settlement. This resulted in a full "re-design" of the originally proposed system to account for those effects.

SEC also performed construction services for this project in the form of submittal and request for information (RFI) reviews. Multiple design modifications occurred throughout the process to account for changing conditions, however great communication between SEC and the contractor resulted in successful implementation.

Project Schedule: 10/2019-04/2021
Construction Cost: $15.0M
Key Staff: Gary Schneider, PE - Principal
Heath Crittenden, PE - EOR
Anthony Vieira, PE - QA/QC

Client Contact
Joe Fisher | Orion Construction, LLC
4440 Highway 225, Suite 180
Deer Park, TX 77536
jfisher@orionmarinegroup.com • 281.925.6088

Required Exhibits

SCHNEIDER
ENGINEERING & CONSULTING

MARINE STRUCTURAL DESIGN & ENGINEERING

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Schneider E&C Company, Inc.

Federal Taxpayer ID: 35-2428689

Mailing Address: 1715 N. Westshore Blvd., Suite 500

City, State, & Zip Code: Tampa, FL 33607

Telephone: 813.325.2150 **Fax:** 813.342.8266

Email: btanberg@schneiderec.com

Submitted By: Brian Tanberg, PE

Title: Vice President, Engineering

Accounting Contact:

Name: Cheryl Moorman **Title:** Administrative Assistant

Email Address: cleavell@schneiderec.com **Phone:** 813.835.2153

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 RFQ 23-05 - Resiliency Waterfront Bulkhead System Engineering & Design

2. This sworn statement is submitted by (entity) Schneider E&C Company, Inc. whose business address is 1715 N. Westshore Blvd., Ste. 500, Tampa, FL 33607 and (if applicable) Federal Employer Identification Number (FEIN) is 35-2428689 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Gary Schneider, PE and my relationship to the entity named above is Vice 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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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: February 14, 2023

STATE OF FLORIDA
COUNTY OF Hillsborough

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of February, 20 23, and is personally known to me, or has provided _____ as identification.

CHERYL MOORMAN
Notary Public - State of Florida
Commission # HH 238518
My Comm. Expires Jul 1, 2026
Bonded through National Notary Assn.

Cheryl Moorman
Notary Public
My Commission expires: July 1, 2026

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Schneider E&C Company, Inc.

CITY: Tampa STATE: FL ZIP CODE: 33607

SIGNATURE: _____ PHONE: 813.325.2150

NAME (TYPED OR PRINTED): Gary Schneider, PE TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Resiliency Waterfront Bulkhead System Engineering & Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Schneider E&C, Inc.

Authorized Signature: Gary Schneider, PE

Title: Vice President

Date: February 14, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: Gary Schneider, PE Title: Vice President

Signature: [signature] Date: February 14, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05 - Resiliency Waterfront Bulkhead System Engineering & Design

This sworn statement is submitted by (entity) Schneider E&C Company, Inc. whose business address is 1715 N. Westshore Blvd., Suite 500, Tampa, FL 33607 and (if applicable) Federal Employer Identification Number (FEIN) is 35-2428689 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Gary Schneider, PE and my relationship to the entity named above is Vice 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 not 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: February 14, 2023

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF Hillsborough
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of February, 20 23, and is personally known to me, or has provided _____ as identification.

Cheryl Moorman
Notary Signature

My Commission expires: July 1, 2026

CHERYL MOORMAN
Notary Public - State of Florida
Commission # HH 238518
My Comm. Expires Jul 1, 2026
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05 - Resiliency Waterfront Bulkhead System Engineering & Design

This sworn statement is submitted by (entity) Schneider E&C Company, Inc. whose business address is 1715 N. Westshore Blvd., Ste. 500, Tampa, FL 33607 and (if applicable) Federal Employer Identification Number (FEIN) is 35-2428689 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Gary Schneider, PE and my relationship to the entity named above is Vice President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature February 14, 2023
Date:

STATE OF FLORIDA
COUNTY OF Hillsborough
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 14th day of February, 2023, and is personally known to me, or has provided _____ as identification.

Cheryl Moorman My Commission expires: July 1, 2026
Notary Signature

CHERYL MOORMAN
Notary Public - State of Florida
Commission # HH 238518
My Comm. Expires Jul 1, 2026
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Schneider E&C Company, Inc.	February 14, 2023
Firm	Date
Authorized Signature	Gary Schneider, PE - Vice President
	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Schneider E&C Company, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Gary Schneider, PE - Vice President

Printed Name and Title of Contractor's Authorized Official

February 14, 2023

Date

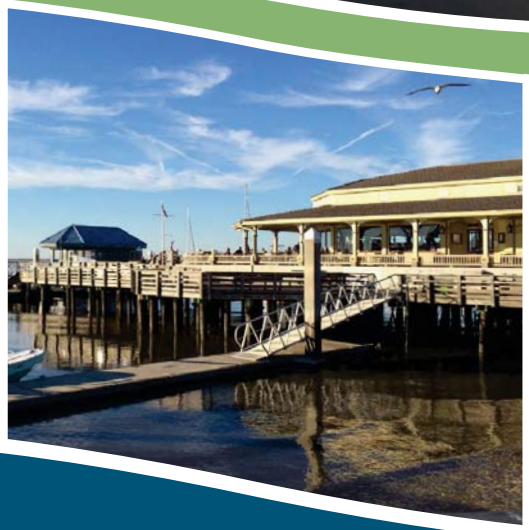
THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

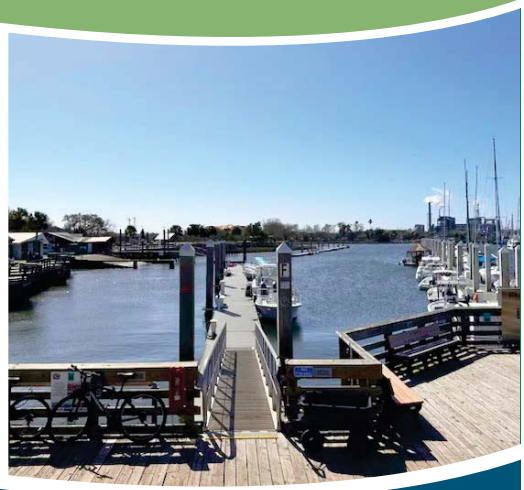
COPY

Request for Qualifications for Resiliency Waterfront Bulkhead System Engineering and Design

RFQ NO: 23-05

Due: February 14, 2023, by 2 PM





TAYLOR ENGINEERING, INC.

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2. Jonathan T. Armbruster, P.E., Project Manager
3. Jake Sydnor, P.E., Deputy Project Manager
4. Keith A. Knight, P.E., Bulkhead and Waterfront Structures Engineering Task Lead
5. Jonathan Brumfield, P.E., Bulkhead and Waterfront Structures Engineering
6. Angela Schedel, Ph.D., P.E., Community Resilience Task Lead
7. William Miller, Jr. Ph.D., P.E., Coastal Engineering Task Lead
8. Christopher B. Ellis, Environmental Design and Permitting Task Lead
9. M Noah Adams, Environmental Design and Permitting
10. Elton Smith, P.E., Stormwater and Water Resources Task Lead
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TAB A
Cover Letter

February 10, 2023

City of Fernandina Beach
Attn: City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

Re: RFQ # 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Dear selection committee members:

Taylor Engineering, Inc. welcomes the opportunity to submit the enclosed qualifications package to the City of Fernandina Beach to provide professional engineering and design services for the subject RFQ. Since 1983, Taylor Engineering has provided leading-edge solutions for water-related engineering, environmental, and planning challenges. To date, we have provided planning, design, permitting, and construction administration services on thousands of civil works projects, including bulkhead structures, resiliency, flood control, dredging, port, coastal engineering, and hydrology and hydraulics projects. Taylor Engineering also provides a range of environmental services that have included environmental permitting; environmental assessments; regulatory compliance; and evaluation of impacts on submerged resources, seagrass, marine life, and wetlands for those projects.

As a Federal Small Business headquartered in Jacksonville, Florida, our reputation rests on our thorough understanding of the key elements required to ensure successful waterfront infrastructure. These key elements include innovative marine structural design; an understanding of coastal processes; comprehensive and integrated environmental services; coordination among federal, state, and local regulatory agencies; minimally intrusive construction practices; and thorough construction oversight. Our understanding of these elements, along with our extensive local experience with waterfront projects throughout northeastern Florida, allows us not only to address specific project needs but also to make a life-cycle commitment to the City of Fernandina Beach.

Our firm has provided waterfront, marine, dredging, environmental, coastal, and water resources engineering services to federal, state, and local agencies and private clients. We have extensive experience working for Florida communities, including Cities (Jacksonville, St. Augustine, Palm Coast, Destin, Ft. Pierce, Venice, West Palm Beach, Sarasota, Niceville, Punta Gorda, Titusville, New Smyrna, Panama City, and Port Richey) and Counties (Martin, Volusia, St. Johns, Okaloosa, Walton, Sarasota, Palm Beach, and St. Lucie). We have also held multi-year contracts for state and federal clients, including the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACE), the Federal Emergency Management Agency (FEMA), the U.S. Nuclear Regulatory Commission (NRC), and the U.S. Coast Guard. Over the past 40 years, we have developed a well-established portfolio of successfully completed projects for these and many other clients.

Of Taylor Engineering's 52 staff, 35 are engineers, scientists, and geologists; 20 are coastal, ocean, or marine engineers; and 5 are marine biologists, aquatic ecologists, or environmental scientists. In addition, Taylor Engineering's 8 civil, structural, and environmental engineers and geologists specialized in disciplines related to engineering in the water environment, including bulkheads, resilience, and water resources engineering. Twenty-four members of our professional staff hold advanced degrees in engineering or sciences. Taylor Engineering's employees are members of and have served as leaders in national and international engineering and policy associations like the World Association for Waterborne

Transport Infrastructure (PIANC), the American Society of Civil Engineers (ASCE), and ASCE's Coasts, Oceans, Ports, and Rivers Institute (COPRI). For example, our principal for this project—James N. Marino, P.E.—is the U.S. Commissioner to PIANC. Our project manager—Jonathan T. Armbruster, P.E.— is our nation's Principal Representative to PIANC's Recreational Navigation Commission and a member of COPRI's Ports and Harbor Committee. Our lead for Community Resilience is a member of ASCE Florida's Sustainability & Resilience Committee.

Taylor Engineering also operates an AASHTO-accredited and USACE-validated Coastal and Marine Geosciences Laboratory (Coastal-Geo Lab) in Jacksonville, Florida. We employ an in-house Professional Land Surveyor. This expertise, combined with our strong relationships with local specialty firms, means that we are well-positioned to efficiently collect necessary site data, including survey and geotechnical information.

Taylor Engineering's waterfront and structural engineering design experience includes bulkheads, seawalls, pile-supported piers, floating and fixed docks, shoreline protection systems, underwater concrete, port and transportation terminals, dredging and dredged material management systems, and retaining walls. Taylor Engineering's staff has design-bid-build, design-build, and construction-phase and inspection experience with seawalls, bulkheads, marinas, dry-docks, docking terminals, bridges, bulk material handling systems, dredged material management sites, shoreline protection systems, and jack and bore pipeline installation.

We intend for this submittal to underscore a salient point—namely, that no other company headquartered in Florida can match Taylor Engineering's depth and breadth of corporate experience in this field of practice. Granted, other companies will claim expertise and experience similar to ours. However, we contend that few companies, if any, can match Taylor Engineering's combination of assets: our proven ability to design constructible, cost-effective, and resilient bulkhead projects; our superb working relationship with local, regional, state, and federal agency personnel; our strength in design and construction engineering and administration; and our extensive local experience with waterfront and coastal projects throughout northeast Florida. Our coastal and marine engineers and environmental scientists work only on projects in the water or at the water's edge. This true specialization demands we succeed on every project to progress as a valued partner, and that success leads to our client's success.

Finally, Taylor Engineering is an employee-owned company. Therefore, every employee has a stake in maintaining our reputation and ensuring the quality of our work. Employee ownership also means that accountability rests in our Jacksonville headquarters and nowhere else. Our ability to remain both flexible and responsive is without equal.

If you have any questions about this submission, please contact me at (904) 731-7040 or jmarino@taylorengineering.com or proposed project manager Jonathan T. Armbruster, P.E. at jarmbruster@taylorengineering.com. I appreciate this opportunity to present our qualifications and look forward to providing quality services to the City of Fernandina Beach.

Sincerely,

James N. Marino, P.E., D.CE
President

TAB B
Examples of Previous Work

TAYLOR ENGINEERING, INC.

Delivering Leading-edge Solutions

Historic Bulkhead Reconstruction and Resilient Heritage StoryMap

St. Augustine, Florida

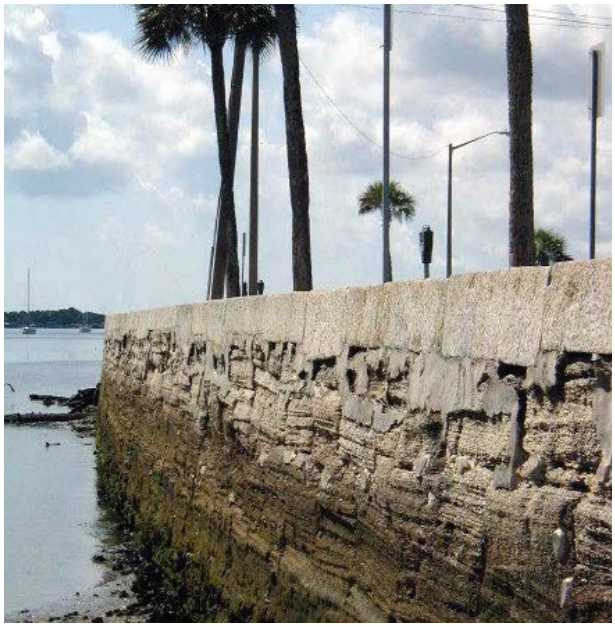
Client
City of St. Augustine

Contact
Jessica Beach, P.E.
Chief Resilience Officer
P.O. Box 210
St. Augustine, FL 32085
(904) 825-1040 x105
jbeach@citystaug.com

Key Elements
- Economic Analysis of Flood Events
- Cultural Resource Assessment
- Prioritization of Adaptation Strategies
- Streetscape Renderings
- Stakeholder Engagement
- Public Outreach
- Data Visualization
- ArcGIS StoryMap Website
- Policy Assessment and Recommendations
- Bulkhead Design
- Environmental Permitting
- Coastal Engineering Analyses
- Historic Preservation
- Environmental Restoration
- Structural Design
- Landscape Design
- Lighting Design
- Irrigation Design
- Stormwater Design
- Construction Document Development
- Bidding Assistance
- Construction Observation
- Construction Administration
- Project Closeout
- FEMA 106 Compliance
- State Historic Preservation Office Compliance
- Florida Division of Emergency Management Compliance

Completion Date
2020

Fees
Over $1M



St. Augustine's historic Avenida Menendez wall (left), new bulkhead under construction (top right), and completed (bottom right)

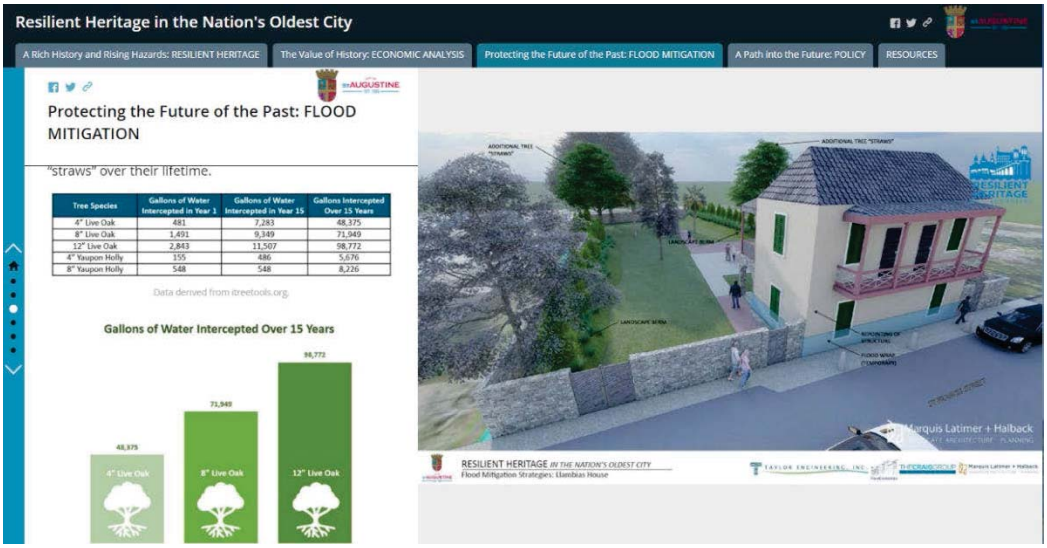
St. Augustine, Florida, the Nation's Oldest City, is home to some of the country's oldest historic structures and several National Historic Monuments. Taylor Engineering partnered with the City on multiple projects to help protect its historic neighborhoods and properties while strategizing and planning for future flooding events.

Taylor Engineering led a multidisciplinary team in the design and construction of a replacement for the deteriorating Avenida Menendez bulkhead, a historic 160-year-old coquina block structure protecting the downtown St. Augustine waterfront. The bulkhead's likely failure threatened Avenida Menendez and adjacent properties. These properties had experienced frequent flooding due to the street's low elevation and the presence of the bulkhead, which would trap stormwater runoff during periods of heavy rain. Extreme tidal events impeded and, in some cases, reversed the runoff discharge through the wall's drains.

Design specifications for the replacement bulkhead had to address practical considerations such as storm protection, enhanced public access to the waterfront, and improved traffic flow along Avenida Menendez; as well as the preservation of the historic wall, including Federal Emergency Management Agency, State Historic Preservation Office, and Florida Division of Emergency Management compliance requirements; and aesthetic compatibility with the historic downtown character. The design solution: construct a new bulkhead waterside of the deteriorating wall. The new bulkhead provides better protection to the inland areas behind the historic wall, enhances public access to the St. Augustine waterfront via a pedestrian promenade and carriage pathway, provides improved parking and traffic flow, and preserves in place the historic structure.

Project tasks included the development of design concepts, natural resources survey and environmental assessment and permitting, and final design. Environmental permitting issues included archaeological preservation, natural resource impacts and essential fish habitat, and mitigation for environmental impacts. Taylor Engineering provided bidding assistance and construction observation/administration.

In 2015, the Avenida Menendez bulkhead in St. Augustine, Florida, received the American Public Works Association's Public Works Project of the Year. In 2016, the project was awarded the Florida Engineering Society's Outstanding Technical Achievement Award.



A screenshot from the Resilient Heritage StoryMap website shows data visualization and streetscape renderings of flood mitigation for a historic property in St. Augustine

In our continued partnership with the City, Taylor Engineering compiled research and data culminating in an interactive website to help identify, prioritize, and plan for future historic protection projects.

Resilient Heritage in the Nation's Oldest City, sponsored in part by the Florida Department of State Division of Historical Resources through a small matching grant, focused on creating an educational document and website to identify methods for prioritizing archaeological sites threatened by rising seas, outlining the economic impacts of previous and future flooding events, and recommending potential solutions such as mitigation strategies and policy revisions. Taylor Engineering assembled a team of specialists for this unique project: Archaeological Consultants Inc., The Craig Group, Marquis Latimer + Halback, and Place Economics.

An ArcGIS StoryMap, which serves as an interactive online website combining text, maps, graphics, and streetscape renderings, summarized the results of the extensive research and analysis for this project. This data visualization website highlights the City's efforts to address local climate-change impacts through proactive cultural resource hazard mitigation planning. This StoryMap will be a living document that acts as the go-to resource for flood resilience information for City staff, business owners, and the citizens of St. Augustine. The website communicates the project's outcomes distilled into four sections (Economic, Flood Mitigation, Policies, and Resources) and features the most significant findings in a user-friendly data platform. The educational tool is publicly available at this link: https://arcg.is/1abKiO.

As part of the public outreach campaign, the project team, along with City staff, created a specialized Resilient Heritage branding and logo. The logo captures the essence of the City's heritage through the abstraction of its characteristic architecture while emphasizing its coastal location in the project's purpose. The use of a strong and bold type reflects the City's forward-thinking leadership in working to mitigate the impacts of major storms, nuisance flooding, and sea level rise. In addition, the use of a color palette consistent with the City of St. Augustine's existing brand reinforces the relationship of the City's role in the challenges inherent with increased resiliency.

Logo developed for the project's public outreach campaign

TAYLOR ENGINEERING, INC.

Delivering Leading-edge Solutions

Sea Level Impact Projection (SLIP) Study Tool Web Application

State of Florida

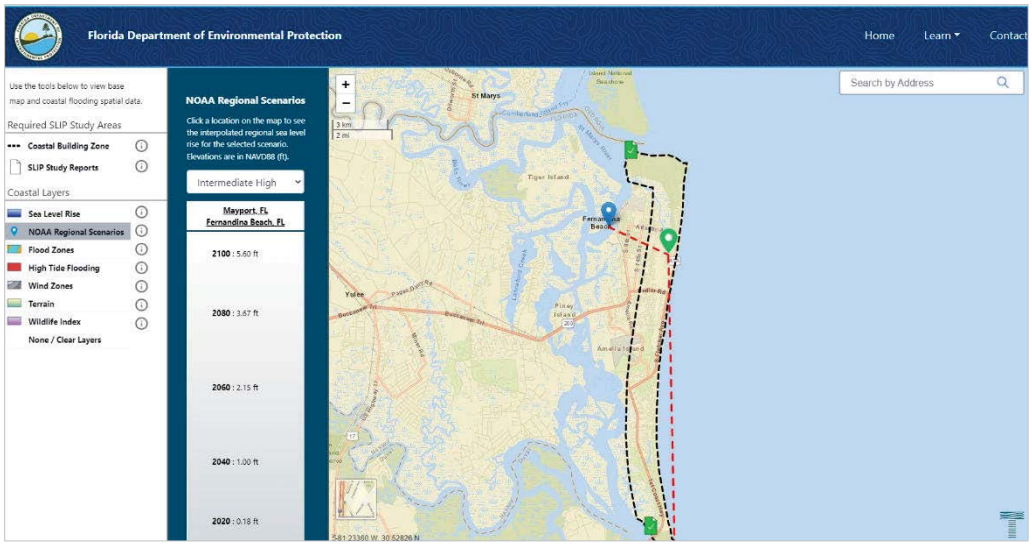
Client
Florida Department of Environmental Protection (FDEP)

Contact
Eddy Bouza
Planning and Policy Administrator
3900 Commonwealth Blvd.
Tallahassee, FL 32399
850-245-7562
Eddy.Bouza@FloridaDEP.gov

Key Elements
- Sea Level Rise Projections
- Flooding Exposure Analysis
- Wind Hazard Zones
- Stakeholder Outreach
- Public Workshops/Webinars
- Rule Development
- Green Infrastructure
- Adaptation Choices
- Coastal Building Zone
- Geographic Information Systems (GIS)

Completion Date
July 2021

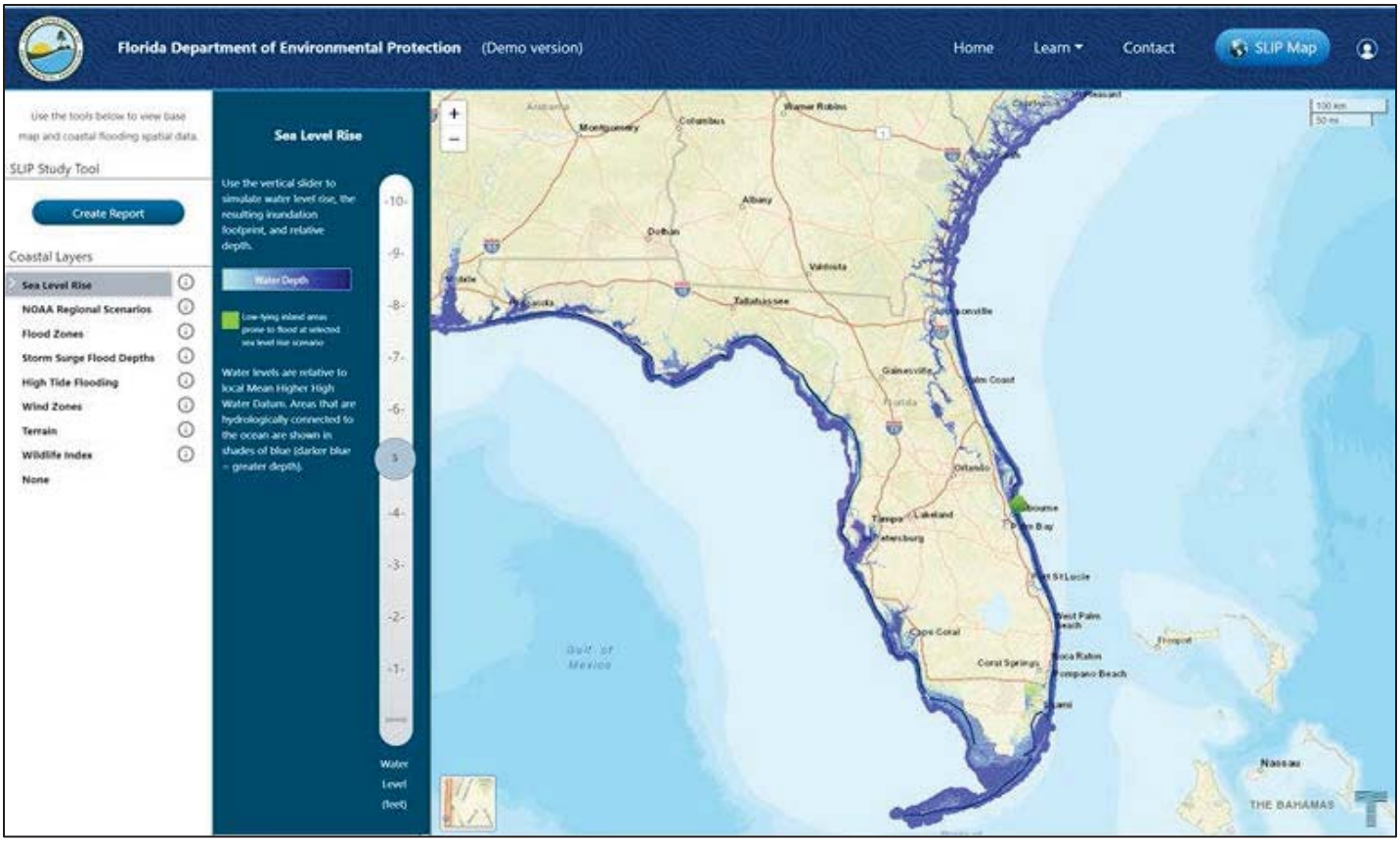
Fees
$250,969



Taylor Engineering created this innovative website that features a calculation tool for localized sea level rise scenarios out to the year 2100 using NOAA sea level rise projections

In response to rising sea levels and an increased frequency of higher-intensity storms, the governor of Florida signed into action Section 161.551 Florida Statutes. Effective July 1, 2021, the law requires all state-financed major construction in the coastal building zone to conduct a sea level impact projection (SLIP) study prior to commencement.

Taylor Engineering created and copyrighted a map-based web application for the Florida Department of Environmental Protection (FDEP) for the purpose of helping FDEP implement Section 161.551. The web application sets a consistent baseline of coastal hazards for each project. The data provided in the web application standardizes sea level scenarios and adaptation options within a location-specific and project-specific SLIP study report.



Screenshot from online tool demonstrating SLIP map and sample layers

The tool has two functional modes: “SLIP Study” and “Public.” Public users can access the tool for general information and educational purposes, while the “SLIP Study” mode requires a login and password and is aimed at the publicly financed constructor who is required to submit a SLIP study before they can commence construction. “Public” mode enables public users to change variables on the map interface to visualize the impacts of SLR, storm surge, flooding, and other similar impacts. The tool also provides the public with various educational resources and references regarding climate change, sea level rise, and tropical weather as well as actions that mitigate risk and provide adaptation to changing conditions, with a focus on natural and nature-based solutions.

In SLIP Study mode, the tool includes a basic Graphic User Interface (GUI) for inputs by the logged-in user of a local municipality and outputs a standardized SLIP report that complies with the requirements of the new Florida law. Using data provided by NOAA, FEMA, USACE, and other credible public sources, the web tool calculates the average annual chance of substantial flood damage over the expected life of the coastal structure and analyzes and displays the flooding, inundation, and wave action damage risks to the structure over its life span or 50 years, whichever is less, taking sea level rise, increased storm risk and subsidence (to the extent possible) into account. The tool provides general alternatives for the siting, design, and possible adaptations for the structure and provides examples of public safety and environmental risks for the structure. The resulting report graphically and textually displays the results of the analyses.

Since the tool’s completion in 2021, Taylor Engineering has been contracted annually to maintain, update, and host the map-based web application for FDEP.

TAYLOR ENGINEERING, INC.

Delivering Leading-edge Solutions

City of Jacksonville Dock and Pier Inspections, Engineering Design, and Construction Administration

Duval County, Florida

Client
City of Jacksonville

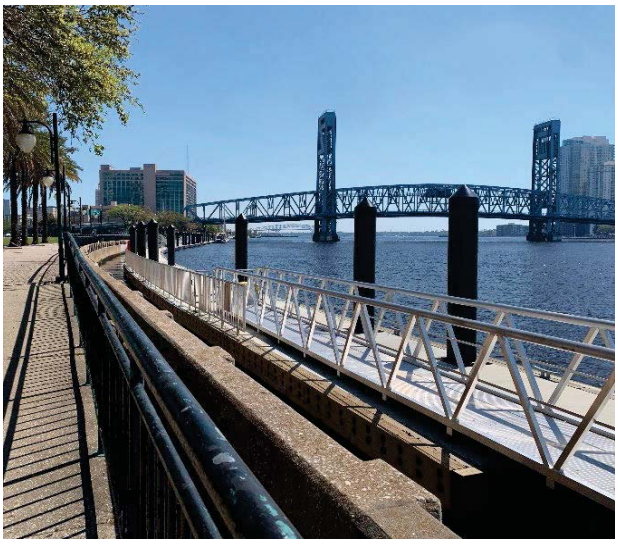
Contact
Robert Scott, P.E.
Public Works
City of Jacksonville
214 North Hogan Street
Jacksonville, FL 32202
Scott@coj.net
904-255-8734

Key Elements
- Rapid Structural Assessments
- Recommendations for Evaluation and Repair Requirements
- Diver inspections
- Repair Construction Cost Estimates
- Inspection Reports
- FEMA Funding Documentation and Support
- Land and Marine Survey
- Geotechnical Investigation and Engineering
- Pier and Dock Design and Engineering
- Bulkhead Coordination
- Construction Drawings and Specifications
- Bid Assistance
- Construction Administration

Completion Date
2022

Fees
$1,266,802 (total contract)

Hurricanes Matthew and Irma caused flooding and severe coastal conditions in waterways around the City of Jacksonville. These conditions severely damaged the City's docks and piers. In response to these emergencies, Taylor Engineering immediately deployed three teams of engineers to perform rapid post-event inspections of all city-wide waterfront facilities to evaluate whether they remained safe for public use and to identify any necessary repairs resulting from the storm. These rapid inspections occurred in accordance with American Society of Civil Engineers (ASCE) Manual-130 – Waterfront Facilities Inspection and Assessment – Post Event Inspection guidelines.



Taylor Engineering coordinated replacement of Jacksonville's Northbank Riverwalk with simultaneous replacement of a segment of the adjacent bulkhead

Based on the findings, Taylor Engineering then performed 17 detailed structural inspections at locations including public docks and piers as well as two fire department dock facilities. Engineer divers performed Level I (visual and tactile) and Level II (marine growth removal) inspections to provide the City of Jacksonville with reports recommending immediate repair or replacement options and associated construction costs. Based on this work, the City secured Federal Emergency Management Agency (FEMA) funding for specific projects.

Taylor Engineering then completed final engineering and environmental permitting services to reconstruct six popular facilities—County Dock, Arlington Lions Pier, Jim King Park Boardwalk, Arlington Lions Boardwalk, Northbank Riverwalk Floating Dock, and demolition of the Trout River Floating Dock with replacement at Friendship Fountain. The design process developed projects with enhanced resiliency to mitigate future storm damages associated with newly anticipated extreme event water levels. Each project presented unique challenges. For example, the replacement of the Northbank Riverwalk floating dock required coordination with simultaneous bulkhead construction. Taylor Engineering provided full-service bid assistance and construction administration for the six projects with a total construction value of approximately $6 million. Construction phase services include technical submittal review, onsite observations, and project closeout and certification. Construction was completed in 2022.

TAYLOR ENGINEERING, INC.

Delivering Leading-edge Solutions

Bahia Urbana San Juan Waterfront Redevelopment

San Juan, Puerto Rico

Client
FC San Juan Waterfront, LLC

Contact
Tom Archer
(formerly Sr. Vice President, FC San Juan Waterfront, LLC)
Skanska USA Commercial Development
1776 Wilson Boulevard, Suite 250
Arlington, VA 22209
(703) 351-2707
tom.archer@skanska.com

Key Elements
- Marine Structures Evaluation
- Marine Structures Design
- Marine Structures Load Rating
- Concept Design and Studies
- Bulkhead Design
- Coastal Engineering
- Resiliency
- Dredging and Dredged Material Management Engineering
- Construction Documents
- Construction Cost Estimating
- Piers, Docks, and Wharfs
- Site Development
- Mooring Design
- Construction Phase Engineering

Completion Date
2013

Fees
$ 1.94 million

Bahia Urbana replaced aging and failing port infrastructure to stimulate economically, socially, and environmentally sustainable growth

Taylor Engineering served on a team of design and land development professionals assembled to tackle a comprehensive redevelopment program for the San Juan, Puerto Rico, waterfront. Playing a lead role as the team's waterfront and marine structures engineer, Taylor Engineering's work included the evaluation of bulkheads, docks, and piers, and the design of new bulkheads, piers, mooring facilities, dredging, and other waterfront facilities.

The project site — an aging port facility in the heart of San Juan — presented a unique set of challenges and opportunities. Past site uses included navy and army facilities, commercial and industrial port terminals, government facilities, as well as small craft marinas and recreation amenities. Nearby, the waterfront hosts several popular cruise ship terminals. The project team revitalized, retrofitted, and replaced aging and failing port infrastructure to support new mixed-use development including cruise passenger tourist attractions and commercial, residential, and civic developments.

Taylor Engineering provided services ranging from feasibility assessment through final engineering and construction phase services. Work included evaluation of existing marine infrastructure, value engineering for retrofit and replacement alternatives, and design and construction phase engineering for new marine structures. Design challenges included poor geotechnical conditions, demanding coastal conditions, and seismic design requirements for bulkhead and pier structures. To address these challenges, the structures incorporated resiliency features so that they would survive coastal storm and earthquake events. Project features include floating dock water taxi terminal and seaplane berth, pedestrian bridge, pier bulkheads, and mooring dolphins.

TAB C
Professional Background of Personnel and Proposed Roles

Tab C. Professional Background of Personnel and Proposed Roles

Introduction

Design for resilient bulkhead systems requires a unique set of skills and abilities. Taylor Engineering combines these skills—coastal engineering, marine structures engineering, civil engineering at the land/water interface, and environmental sciences—to provide an integrated approach to bulkheads and shoreline resiliency. Taylor Engineering has coastal engineering staff dedicated to determining the coastal forces and effects on waterfront structures. We employ marine structures specialists and waterfront civil engineers with experience carrying these projects from concept to reality. Our environmental services group is devoted to integrating these projects within the natural environment and permitting these unique waterfront facilities. Our knowledge and integrated approach result in cost and time savings when developing, renovating, and replacing bulkhead structures and living shorelines. Often the greatest challenge associated with developing or renovating a shoreline is the requirement to construct with limited space and minimal impact on the public surroundings. Taylor Engineering's experience provides a sound basis for the evaluation of construction feasibility and for the cost-effective realization of practical engineering solutions. The table below introduces the team members and their prospective roles for this project. Their resumes are found on the pages that follow.

Name	Role
James N. Marino, P.E., DCE	Principal In Charge
Jonathan T. Armbruster, P.E.	Project Manager
Jake Sydnor, P.E.	Deputy Project Manager
Keith A. Knight, P.E.	Bulkhead and Waterfront Structures Engineering Task Lead
Jonathan Brumfield, P.E.	Bulkhead and Waterfront Structures Engineering
Angela Schedel, Ph.D., P.E.	Community Resilience Task Lead
William Miller, Jr. Ph.D., P.E.	Coastal Engineering Task Lead
Christopher B. Ellis	Environmental Design and Permitting Task Lead
M. Noah Adams	Environmental Design and Permitting
Elton Smith, P.E.	Stormwater and Water Resources Task Lead
Clifford L. Truitt, D.Eng, P.E., DCE	QA/QC
Jerry W. Scarborough, P.E.	QA/QC

James N. Marino, P.E., DCE

President

Education

M.E./Coastal and Oceanographic Engineering, University of Florida

B.S./General Engineering, U.S. Military Academy at West Point

Graduate Certificate, U.S. Army Command & General Staff College

Licenses/Certifications

Professional Engineer—FL, VA, LA, TN, NC

Years of Experience

Total	With Firm
48	12

Professional Affiliations

ASBPA, Past Director

AIWA, Past Director

American Society of Civil Engineers (ASCE), Board Member Civil Engineering Corp

ASCE Coasts, Oceans, Ports & Rivers Institute (COPRI), Past President, Board of Directors

PIANC, U.S. Commissioner, (World Association for Waterborne Transport Infrastructure)

Academy of Coasts, Oceans, Ports, and Navigation Engineers (ACOPNE), Past President, Board of Trustees

UNF, Taylor Engineering Research Institute, Board of Directors

Background/Responsibilities

Mr. Marino has more than 48 years of experience, including 20 years as an officer in the U.S. Army Corps of Engineers (USACE). He has served in an executive management role for a broad range of engineering projects, providing comprehensive staff and project management, development, and oversight for public works, coastal, port and harbor, transportation, and environmental projects.

Mr. Marino managed a multi-million dollar research and development program while stationed at the U.S. Army Engineer Research and Development Center Coastal Engineering Research Center. He served as Director of Public Works, U.S. Army, Japan, and as Director of Public Works and Deputy County Manager for Seminole County, Florida. He also served as vice president of an 8,000-member multidisciplinary international consulting firm specializing in maritime planning, engineering, and management; vice president of a 500-member international consulting firm specializing in coastal engineering, transportation design, port and harbor planning and engineering, and urban waterfront design; chief operating officer of a multi-disciplined consulting firm specializing in planning, engineering, management, and environmental compliance in the coastal zone; and associate vice president responsible for the strategic planning, development, and integration of federal services projects within the southeast division of a 3,000-member architectural, engineering, and planning firm.

Project Experience

- U.S. Coast Guard Waterfront Facilities Inspections, various locations, U.S. (Ongoing) – Principal in charge and technical QA/QC review for above-water and underwater inspections of waterfront structures and preparation of inspection reports providing structural condition assessment and repair recommendations. Inspected structures included fixed and floating docks, piers, bulkheads, revetments, seawalls, boat ramps, and marine railways.
- Rollover Pass Closure Construction Assistance, Galveston County, TX (Ongoing) –Provides technical review and QA/QC for plans and specifications revision and construction assistance for the Texas General Land Office project to close Rollover Pass.
- Jupiter Inlet District (JID) General Engineering Services, Palm Beach County, FL (Ongoing) – As principal in charge, oversees a wide variety of activities including monthly inspection of the north and south jetties (including all associated infrastructure), maintenance of the jetties and all aids-to-navigation under JID control, coordination of annual sand trap dredging activities, and performance of annual Loxahatchee River seagrass surveys.
- Engineering Review of East Timbalier Island Restoration Proposal, Lafourche Parish, LA (Ongoing) –Principal in charge and technical QA/QC review for project to provide the National Fish and Wildlife Federation (NFWF) with independent technical review of a grant proposal for construction-phase funding for the barrier island restoration project. Review addressed engineering design, costs, sustainability, environmental impacts, and other technical issues.
- Professional Services for the St. Augustine Port, Waterway, and Beach District (Ongoing) – Principal-in-charge for engineering and environmental support to the District for dredging, navigation, and waterways access projects. The contract with this client has been active for 26 years.

- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (Ongoing) – Principal in charge and technical QA/QC review on the design of shoreline stabilization and recreational improvements on Norriego Point within East Pass.
- Eagle LNG Terminal Design, Jacksonville, FL (2022) – Principal in charge for the design of a new liquefied natural gas (LNG) marine terminal located on the north bank of the St. Johns River. Tasks include analyses of ship berthing loads, environmental (wind and current) loads, ship mooring loads, and structural loads. The conceptual design will include marine structures, fender design/layout, bollard sizing/layout, and dredging engineering.
- Sand Island Pile Dike System Design Documentation Report, Astoria, OR (2019) – Principal in charge and technical QA/QC review for preparation of Design Documentation Report for the repair of four pile dikes along the Lower Columbia River federal navigation channel.
- Post-Matthew Dock Inspections and Design, Jacksonville, FL (2019) – Principal in charge and technical QA/QC review for project that inspected and prepared condition assessments, including repair and replacement recommendations and cost assessments, for six City of Jacksonville docks damaged by Hurricane Matthew.
- Coastal Engineering Services, Flagler County, FL (2019) – Principal in charge and technical QA/QC review for post-hurricane Matthew recovery plan and seawall design, bid, permitting, and post-design services.
- Review of Mississippi River Sediment Diversion Proposals, Various Parishes, LA (2017) – Principal in charge for technical reviews of proposals submitted to the National Fish and Wildlife Federation for the Mid-Barataria and Mid-Breton sediment diversion projects and for the Mid-Basin diversions project management. Reviews focused on scope of work, program management plan, procurement delivery methods, and cost estimates for each proposal.
- Post Hurricane Matthew Old A1A Road Repair at Summer Haven, St. Johns County, FL (2016) – Principal in charge and technical QA/QC review for project assisting St. Johns County with development of a plan for demolition, debris removal, temporary access, and long-term repair solutions of the storm-damaged road.
- Spoil Island Management Plan, Duval County, FL (2015) – Principal in charge of the preparation of a management plan for 18 spoil islands owned by the North Florida Land Trust on Big Talbot Island.
- Northeast Florida/Georgia Coastal Storm Surge Study, FEMA Region IV, FL and GA (2015) – Principal in charge of a storm surge and overland wave study spanning northeast Florida (north of Indian River County) to the Georgia border and the entire coastal portion of Georgia. The study area included both coastal and interior counties (grid up to the 40-foot contour). The study determined the 100-year return period storm surge and wave conditions in the study domain with the ADCIRC and SWAN models. Taylor Engineering applied 100-year water levels to complete overland wave analysis (WHAFIS), calculate dune erosion and wave runup, develop work maps, and complete other tasks, including community outreach.
- Avenida Menendez Bulkhead Design, Permitting, and Construction-Phase Services, St. Augustine, Florida (2015) – Served as principal in charge overseeing construction of a new bulkhead designed to protect the existing 1860s historical landmark wall. Project included the historic preservation of a historically significant wall, scour protection, installation of a new 1,800-foot wall and waterfront promenade, utility system upgrades, and other flood protection measures within the historical preservation district of St. Augustine, Florida.
- Ecological Modeling for Jacksonville Harbor Deepening, Lower St. Johns River, FL (2014) – Principal-in-charge on ecological modeling for the U.S. Army Corps of Engineers Jacksonville District. Modeling evaluated impacts of St. Johns River channel deepening on plankton, submerged aquatic vegetation, wetland, fish, and benthic macroinvertebrate communities.
- JAXPORT Jacksonville Harbor Deepening Draft Environmental Impact Statement (DEIS) and Air Quality Evaluation, Lower St. Johns River, FL (2013) – Principal-in-charge on preparation of technical components of the Jacksonville Harbor DEIS and the accompanying air quality evaluation. The DEIS evaluated the effects of deepening the first 14 miles of the St. Johns River channel from 40 feet to alternative depths up to 50 feet. Coordinated with U.S. Army Corps of Engineers Jacksonville District to ensure the DEIS addressed and met federal NEPA requirements. Taylor Engineering prepared the DEIS under an accelerated schedule dictated by the project's inclusion in President Obama's "We Can't Wait" initiative.

Jonathan T. Armbruster, P.E.

Sr. Vice President of Waterfront Engineering

Education

M.S./Environmental Hydrologic & Hydraulic Engineering, University of Illinois

B.E./Civil Engineering, The Cooper Union

Licenses/Certifications

Professional Engineer—FL, AL, NY

Transportation Worker Identification Credential

Years of Experience

Total	With Firm
25	21

Professional Affiliations

American Society of Civil Engineers (ASCE)
ASCE Coasts, Oceans, Ports & Rivers Institute (COPRI)
COPRI, Ports and Harbor Committee
PIANC, U.S. Principal Representative to the Recreational Navigation Commission
Florida Engineering Society

Background/Responsibilities

As senior vice president of Taylor Engineering's waterfront engineering group, Mr. Armbruster oversees efforts across a spectrum of activities from feasibility analysis through final design and construction phase services for a range of projects including marine and waterfront facilities, bulkheads, marine structures, dredging projects, dredged material management facilities, hydraulic control structures, pile foundation structures, erosion control measures, and shore protection installations.

Project Experience

- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (Ongoing) – Principal in charge for the design of shoreline stabilization, including sheet pile and stone structures, and recreational improvements on Norriego Point within East Pass. Services include submerged aquatic vegetation surveys, dredging permit modification, conceptual upland recreational design, coastal conditions analysis, value and final engineering design, construction drawings and specifications, and bid administration.
- Eagle LNG Terminal Design, Jacksonville, FL (2022) – Project manager providing engineering design of a new liquefied natural gas (LNG) marine terminal located on the north bank of the St. Johns River. Tasks include analyses of ship berthing loads, environmental (wind and current) loads, ship mooring loads, marine structural engineering, and berth dredging engineering.
- City of Jacksonville Dock and Pier Inspections, Engineering Design, and Construction Administration (2022) – Project manager for inspection and condition assessments, including repair and replacement recommendations and cost assessments for six docks damaged by Hurricane Matthew. Inspections led to the design and permitting to replace or rehabilitate the structures—County Dock timber pier, Northbank Riverwalk floating docks, Jim King Park timber boardwalk, Arlington Lions Club timber boardwalk, Arlington Lions Club concrete pier, and demolition of the floating dock at Trout River with a replacement floating dock at Friendship Fountain.
- Rayonier Mill Discharge Pipeline Replacement, Fernandina Beach, FL (2019) – Principal in charge of a feasibility design and permitting assessment for the replacement discharge pipeline at Rayonier's Fernandina Beach plant.
- U.S. Coast Guard Battery Pier C Repair and Bulkhead Repair, New York, NY (2019) – Project manager and engineer of record for preparation of engineering design, construction, and permit documents to repair Pier C at the USCG Battery Park facility. The design fully restores functional pedestrian access to the pier through the demolition of a dilapidated concrete bridge and replacement with an aluminum brow. In addition, to rehabilitate a leaky steel bulkhead supporting the pier parking area pavement, the project specifies injected grout repair of subsurface voids.
- Conference Center Bulkhead Replacement, Satsuma, FL (2019) – Principal in charge of a project to design and permit a replace a 685-ft long bulkhead protecting the CSX conference center on the north bank of the St. Johns River.
- Seawall Engineering for Serenata Condominiums Vilano, Ponte Vedra Beach, FL (2019) – Provided senior oversight of structural engineering for seawall design.

- Maintenance Dredging Design of the Fernandina Harbor and Reach I of the Intracoastal Waterway, Nassau County, FL (2018) – Principal in charge of the preparation of a dredging template, final design and construction documents, opinion of probable cost, permitting, bidding assistance, and construction phase engineering.
- U.S. Coast Guard Waterfront Structures Inspection at USCG Station Curtis Bay, Baltimore, MD (2018) – Project manager for work to inspect and assess waterfront infrastructure at USCG shipyard. Project included evaluating bulkheads as well as timber and concrete piers that support gantry and ship-lift cranes. These structures—some constructed over 75 years ago—are critical to USCG ongoing operations. The resulting inspection report included repair recommendations and construction budgets as well as structural assessment and load de-rating to recognize structural age and noted deficiencies.
- Retirement Housing Foundation Bulkhead Replacement, Jacksonville, FL (2016) – Principal in charge of field observation and repair recommendations for a deteriorating bulkhead at a multi-unit residential building adjacent to the St. Johns River.
- Avenida Menendez Bulkhead Design, Permitting, and Construction-Phase Services, St. Augustine, Florida (2015) — QA/QC engineer for design, permitting, and engineering of a new bulkhead, designed to protect existing 1890s historical landmark wall. Project included historic preservation of a historically significant wall, the installation of a new 1,800-foot wall and waterfront promenade, utility system upgrades, and other flood protection measures within the historical preservation district of St. Augustine.
- G-58 Structure Rehabilitation, South Florida Water Management District, Dade County, FL (2015) – Principal in charge of the structural design of a headwall upstream of the existing G-58 structure headwall at Arch Creek in north Miami. The original concrete headwall had four large culvert pipes with automated gates that control salinity and stormwater flow through Arch Creek. Structural deterioration required refurbishment of the culverts and replacement of the headwall structure.
- Bulkhead and Shoreline Infrastructure Improvements, Florida School for the Deaf and the Blind, St. Augustine, FL (2015) — Project manager, directed team to mitigate shoreline erosion, design and construct protective shoreline bulkheads, and improve campus shoreline infrastructure including perimeter roadway, stormwater systems, and student waterfront access features. Project included planning and landscape architecture, marine structures engineering, stormwater design, roadway design, and construction phase services.
- Bahia Urbana San Juan Waterfront Redevelopment, San Juan, PR (2013) — Served as project manager for marine and waterfront engineering consulting and design services that revitalized, retrofitted, and replaced aging and failing deep-water port infrastructure to support new mixed-use development including waterfront park facilities; cruise passenger tourist attractions; and commercial, residential, and civic developments. Marine structure services included evaluation of bulkheads, docks, and piers and design for new bulkheads, piers, mooring facilities, water taxi/seaplane berth, and other waterfront facilities.
- SR 951 over Big Marco Pass, Collier County, FL (2011) — As part of a Florida Department of Transportation (FDOT) design-build team, provided QA/QC and design review for approximately 800 linear feet of prestressed concrete sheet pile bulkhead to protect expanded bridge abutments. The project included design and specifications for concrete sheet pile, concrete bulkhead cap, and tieback system. Work included coordination with a multidisciplinary bridge design and construction team. Design considered abutment and traffic loads, storm surge and scour, riprap placement, hydrodynamic storm loads, and lateral loads from construction sequence.
- Dubois Park Redevelopment, Final Design, and Environmental Permitting, Palm Beach County, FL (2010) — Project manager for engineering design and permitting in the redevelopment of Dubois Park. Project included the creation of 17 visitor boat slips, development of a recreational snorkeling area, construction of improved and expanded shoreline stabilization bulkhead and riprap revetment, fixed docks to moor a life-rescue boat and a law enforcement vessel, as well as a floating dock to serve as a water taxi terminal. In 2012, the project was the recipient of the National Association of County Park and Recreation Officials (NACPRO) Park and Recreation Facility Class II Award.

Jake Sydnor, P.E.

Waterfront Engineer

Education

M.E.M./Engineering Management, Duke University

B.S./Ocean Engineering, Florida Atlantic University

Licenses/Certifications

Professional Engineer – FL, SC

Certified Associate in Project Management (CAPM)

Years of Experience

Total	With Firm
6	2

Professional Affiliations

American Society of Civil Engineers (ASCE)

Project Management Institute (PMI)

Background/Responsibilities

Mr. Sydnor provides planning, engineering design, and construction support services for coastal and marine structural engineering projects—with a focus on ports and harbors. He brings several years of experience working with clients across the southeast. Mr. Sydnor's experience encompasses dredging and dredge material management design, shoreline protection systems, structural design of bulkheads and reinforced concrete wharves, berthing and mooring analyses, waterfront inspections, and structural repair and rehabilitation design as well as additional civil experience in upland development.

Project Experience

- JAXPORT Design Services T-Berth Construction—Berth 20, Jacksonville, FL (Ongoing) – Engineer and deputy project manager for planning, engineering, and permitting of a 1,000 LF wharf expansion at JAXPORT's Blount Island Marine Terminal (BIMT) Berth 20 to simultaneously accommodate two 750-foot LOA RO/RO vessels. The primary objectives of this project include evaluating the existing pier and associated fendering and mooring appurtenances to identify and design for any necessary upgrades or repairs, expanding the wharf to convert the existing single-berth "L"-wharf into a double-berth "T"-wharf, locating and designing additional mooring and breasting infrastructure, expanding the dredge footprint and sovereign submerged lands authorizations, and securing permits from the Florida Department of Environmental Protection and U.S. Army Corps of Engineers.
- JAXPORT Shoreline Protection at Dames Point Terminal, Jacksonville, FL (Ongoing) – Project manager overseeing the design, permitting, and construction of an armored stone revetment to restore, protect, and stabilize approximately 700 LF of unprotected shoreline between JAXPORT'S cruise terminal and TraPac's Dames Point Marine Terminal, which is experiencing significant erosion due to cyclical loading from wind, waves, and extreme tidal events. Scope of services includes project meetings and coordination, site investigations, surveying, data collection, final engineering design and permitting, and bidding and construction support.
- JAXPORT Blount Island Marine Terminal Berth 22 Pier Expansion, Jacksonville, FL (Ongoing) – Project manager and design engineer for the structural inspection, assessment, and design of additional breasting and mooring dolphins for a concrete pile supported Ro/Ro pier. Mr. Sydnor managed and performed structural inspections and evaluations of the existing structure, berthing, and mooring analyses to establish lateral load criteria, and structural modeling, design, and detailing of new dolphins, bollards, fenders, walkways, and platform expansion.
- Crowley Liner Services Bulkhead Inspection, Jacksonville, FL (2022) – Project manager and engineer for the structural inspection of 400 LF of steel sheet pile bulkhead and breasting dolphins. Executed level I inspections for waterfront facilities in accordance with ASCE Standard Practice Manual 130 Waterfront Facilities Inspection & Assessment (ASCE SPM 130) and supervised level II underwater dive inspections performed by subconsultants. Responsible for preparing inspection reports, recommending repairs and rehabilitation methods, cost estimating, and further structural capacity analyses of the existing structures.

- U.S. Coast Guard Waterfront Inspections & Load Ratings, Woodshole, MA and New Haven, CT (2021) – Executed level I inspections for waterfront facilities in accordance with ASCE Standard Practice Manual 130 Waterfront Facilities Inspection & Assessment (ASCE SPM 130). Inspected precast-prestressed pile-supported wharves, concrete pile caps and deck, concrete bulkheads, timber piers, floating docks, utility systems, steel sheet pile bulkheads, and shoreline protection. Produced technical reports presenting condition assessments, repair methods, and cost opinions to restore the structural integrity of various waterfront assets. Performed Basic Structural Analyses (BSA's) for the seawalls and bulkheads to determine the approximate load ratings for heavy offloading operations and overall adequacy of on-site equipment.

Previous Experience

- South Carolina Port Authority Hugh K. Leatherman Sr. Terminal, Charleston, SC (2021) – provided planning, engineering design, permitting, and management support with the development of a new waterfront container terminal located along the Cooper River in Charleston, South Carolina. The project included a new 270-acre container terminal with all accompanying utility systems and civil/roadway infrastructure, terminal facilities, and buildings; Phased construction of 3,500 linear feet of pile-supported Wharf Structure; Wharf Test Pile and Uplands Site Surcharging programs and Dredging the Berth and Access Areas out to the Federal Channel. Responsible for specific design tasks as listed here-in: Performed underwater revetment design calculations for shoreline armor sizing and layers thickness in accordance with PIANC and Coastal Engineering Manual (CEM) guidelines and methodology for coastal structures subject to wind and wave loading and propeller-induced velocities; performed fetch-limited, wind-wave analysis based on a 10-year storm event to determine the resultant Total Water Elevation (TWEL) at the future Site Access bridges to evaluate potential wave impacts on the proposed bottom chord elevation of the bridges, evaluated discrepancies between the predicted Base Flood Elevations of the Effective Flood Insurance Study and empirical results found at local tide gauges. Designed dredging footprints including depths, slopes, transitions, and tie-ins, to satisfy functionality, and slope stability and meet all applicable permitting and construction sequencing and phasing needs. Additionally, developed, coordinated, and reviewed all construction drawings and produced detailed technical specifications. Performed berthing analysis based on client-provided design vessel and in accordance with accepted PIANC guidelines to determine the resultant lateral berthing force and appropriate fender selection.
- Georgia Ports Authority On-Call Professional Engineering Services, Savannah, GA (2021) – Associate engineer providing support for waterfront and coastal design while additionally supporting project & document control, construction support services, and overall program management for an on-call engineering services contract overseeing multiple port terminals & facilities which included diverse design tasks.
- NAVFAC Hurricane Irma Repairs, Mayport Naval Station, FL (2020) – Provided management and engineering services for the construction of approximately 2,000 LF of armor stone revetment and 200 LF of timber retaining wall. Typical assignments and duties included conducting site visits and inspections for quality assurance, reviewing survey data to confirm lines, grades, and tolerances following contract documents, proposing and instituting solutions to in-field issues, performing timely reviews and responses to RFIs, reviewing shop drawings, and submittals.
- Georgia Ports Authority Colonel's Island Terminal Berth 2 Expansion and Structural Upgrades, Savannah, GA (2020) – Executed level I structural inspections in accordance with ASCE SME-130 to provide overall condition assessments for a 700 ft. Ro/Ro Berth. Prepared and presented final inspection report to document structural condition, identify and quantify priority repairs, and provide repair method recommendations. Quantified concrete spall, pile jacket, fabiform, etc. repair materials for contractor bidding purposes. Produced topside and below deck repair plans and details based on results of field inspection. Supported pile jacket repair designs including detailing of longitudinal reinforcing and vertical dowel connections drilled to restore moment capacities of existing piles. Provided planning and design support for conceptual layouts for expansion and demolition options to accommodate larger Ro/Ro Vessels for more efficient on/offloading operations. Supported Berthing & Mooring analysis for 750' Ro/Ro Vessel. Performed QA/QC on all drawings and specs for technical consistency and correctness, prepared upfront contractual documents and project manual for bidding purposes. Provided procurement support including but not limited to, preparing answers to bidders' questions, preparing addenda, and attending client–contractor meetings. Provided construction support including review and approval of all shop drawings, submittals, RFI's, etc. Provided in-field QA inspections and supervision.

Keith A. Knight, P.E.

Senior Waterfront & Marine Structural Engineer

Education

B.S./Civil Engineering, University of Florida

Licenses/Certifications

Professional Engineer— FL, GA, SC, TX, MA

Federal Highway Administration – 80-hour BITM 90 (Safety Inspection of In-Service Bridges)

Transportation Worker Identification Credential

Years of Experience

Total	With Firm
26	22

Background/Responsibilities

Mr. Knight has over 25 years of experience in the design and construction of marine facilities and waterfront structures. His design experience includes bulkheads, ship terminals and port structures, waterfront parks, marinas, jetties, shoreline protection systems, dredging and dredged material management facilities, pedestrian bridges, vehicular bridges, and drainage control structures. His construction inspection experience includes port structures, dry docks, marinas, bridges, bulk material handling systems, dredged material management sites, shoreline protection systems, and bulkhead inspections, among others. Mr. Knight's structural experience includes designs with carbon steel, stainless steel, timber, wood composites, concrete, vinyl, fiberglass (FRP), and aluminum. Additional specific experience includes structural modeling, seismic analysis, wave and current loading on structures, mass concrete, high-performance marine concrete, underwater concrete, prestress concrete, duplex stainless steel, welding, underwater construction, steel sheet pile, concrete sheet pile, vinyl sheet pile, composite sheet pile, soil anchors, helical anchors, segmental retaining walls, driven pile foundations, PDA testing, directional drilling, jack-n-bore pipe installation, embankment seepage and stability analysis, and soil-structure behavior under lateral loads.

Project Experience

- JAXPORT Design Services T-Berth Construction—Berth 20, Jacksonville, FL (Ongoing) – Senior engineer for planning, engineering, and permitting project to expand and improve the mooring and berthing capacities of the Blount Island Marine Terminal (BIMT) Berth 20 to accommodate two 750-foot LOA RO/RO vessels.
- Parker Oak Shore Drive Fishing Pier, Bay County, FL (Ongoing) – Engineer of record for the design and construction observation of a concrete fishing pier in East Bay, near Panama City, Florida. Work included 3D structural analysis of pier under wave and current loads, design of prestressed concrete deck, prestressed piles, concrete cap, and timber railing.
- Port of Panama City Barge Slip Closure, Panama City, FL (Ongoing) – Final design and permitting of 47 ft exposed height steel sheet pile (combo) wall. Bulkhead surcharge load consists of 350-tonne cable spools placed within 15 ft of the bulkhead. Work included design of anchor rods, deadman wall, steel connections, concrete cap, reinforced concrete slab-on-grade, and drainage system.
- Rayonier Mill Discharge Pipeline Replacement, Fernandina Beach, FL (Ongoing) – Design and permitting for replacement of 48-inch HDPE underwater discharge pipeline at Rayonier's Fernandina Beach plant.
- Florida Inland Navigation District (FIND) Dredged Material Management Area BV-4B, Brevard County, FL (Ongoing) – Design of containment site included earthen dike with gravel blanket drain, adjustable steel box weirs, aluminum walkway, settlement monitoring instrumentation, pipeline, access roads, drainage, and stormwater treatment. Project includes a 48-inch steel pipe jack-n-bore crossing underneath railroad main line.
- City of Jacksonville Northbank Floating Dock Design and Construction, Jacksonville, FL (2022) – Engineering design for replacement of a concrete floating dock system along the Northbank Riverwalk in Jacksonville, Florida. Project included installing 18-inch steel pipe piles into the bedrock to secure the floating dock system against lateral loads during storm conditions.

- City of Palm Coast Belle Terre Parkway Culvert Rehabilitation and Pedestrian Path, Palm Coast, FL (2022) – Engineering design and permitting to replace an aging timber boardwalk with an on-grade concrete pedestrian path and rehabilitate three large diameter culverts by slip-lining.
- Florida Department of Environmental Protection (FDEP) Silver Springs Park Design, Silver Springs, FL (2022) – Engineering design of seawall and pedestrian stair system for new swimming area. Project components include the acquisition of survey and geotechnical data and coordination with engineering team members for other project features such as site grading, building design, structural inspection, and drainage.
- Pointe Resort Marina Bulkhead Design, Destin, FL (2022) – Permit level design of new timber marina and deadman system for existing composite sheet pile bulkhead. Work items included bulkhead design, timber design, and specification for sewage pumpout system.
- U.S. Coast Guard Design Services FL-GA, Yankeetown, FL; Apalachicola, FL; Carrabelle, FL; Bainbridge, GA (2021) – Senior engineer providing project management, coordination, inspection, design, permitting, and construction administration services to repair various waterfront infrastructure at four Coast Guard facilities.
- CSX Bulkhead and Boathouse, Putnam County, FL (2020) – Engineer of record for an approximately 750 ft long bulkhead and covered boathouse at CSX facility on the St. Johns River. Project included the design of FRP sheet pile bulkhead, helical anchor tie-back system, pile-supported timber deck with aluminum roof, and floating docks. Work included the development of wind and wave loads and the design of timber piles, sawn lumber members, and glulam beams.
- Belle Terre Parkway Retaining Wall and Pedestrian Path, Palm Coast, FL (2019) – Engineering design and permitting to replace a deteriorating boardwalk with an on-grade pedestrian path supported by a vinyl sheet pile bulkhead.
- Seawall Engineering Design, Serenata Condominiums, Ponte Vedra Beach, FL (2018) – Design of steel sheet pile seawall with soil anchor tie-back system to protect multi-story condominiums.
- Intracoastal Waterway Reach I and Fernandina Harbor Maintenance Dredging, Nassau County, FL (2017) – Engineer of record for Intracoastal Waterway maintenance dredging including alternative bid for Fernandina marina dredging.
- Chain of Lakes Blueway Trail Boat Bypass, Palm Beach County, FL (2017) – Prepared preliminary design and permit drawings of boat lift to move recreational boats around the S-155 water control structure. Boat lift design included a bypass canal, steel and composite sheet pile walls, a bridge crane within a covered building, and timber dockage.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (2017) – Design of steel sheet pile barrier wall to stabilize channel banks and to prevent the filling of the channel by drifting sand.
- Dee Dot Timberlands Slope Stabilization, Jacksonville, FL (2016) – Design of steel sheet pile and rock revetment to stabilize a causeway over Pablo Creek.
- Florida Power & Light (FPL) Seawall, St. Lucie County, FL (2014) – Structural design of steel sheet pile seawall to protect oceanfront facilities at FPL's nuclear power plant. Project included seawall design accommodating hurricane-induced scour with wall penetration of a 12-foot diameter buried discharge pipe and analysis of different seawall material.
- Segmental Retaining Wall, St. Augustine, St. Johns County, FL (2013) – Design of approximately 300 linear feet of segmental wall along the Florida School for the Deaf and Blind campus shoreline. The design included helical piles to support wall foundation due to poor soils.
- Rollover Pass Restoration, Galveston County, Texas (2013) – Design of steel sheet pile wall and soil land bridge to block off tidal flow and fill a 200-ft wide manmade inlet on the Gulf of Mexico, thereby restoring the area to a natural state. Project included steel sheet pile walls, concrete armor unit coastal erosion protection, riprap erosion protection, and beach fill.
- Bahia Urbana San Juan Waterfront Redevelopment, San Juan, PR (2013) – Design of approximately 1,000 linear feet of steel sheet pile bulkhead, a 300-foot-long pedestrian bridge, mooring dolphins, seaplane docking, and other shoreline improvements.

Jonathan Brumfield, P.E.

Waterfront Project Engineer

Education

M.S./Civil Engineering, University of North Florida

B.S./Civil Engineering, University of North Florida

Licenses/Certifications

Professional Engineer – FL

Transportation Worker Identification Credential

Years of Experience

Total	With Firm
6	6

Background/Responsibilities

Mr. Brumfield received his Bachelor of Science in Civil Engineering and Master of Science in Civil Engineering (focus in port and coastal engineering) from the University of North Florida in Jacksonville, Florida. While attending the University of North Florida, he worked with an international marine construction company for over two years. His responsibilities included performing bathymetric and topographic surveys, waterfront inspections of marine structures, and providing engineering support for construction operations. With his educational background in Civil Engineering in the marine environment, Mr. Brumfield joined Taylor Engineering with a focus on structural analysis and marine structures design. He has since developed additional skills working on a variety of projects in the Waterfront Engineering group. These projects include waterfront structural inspections and design, dredging engineering, dredge material management design, and construction administration.

Mr. Brumfield is experienced with STAAD Pro, LPILE, ALLPILE, Group, AutoCAD Civil 3D, Support IT, HYPACK, Microsoft Project, and Microsoft Office software applications.

Project Experience

- Embassy Suites by Hilton Seawall Replacement, St. Augustine Beach, FL (Ongoing) – As engineer of record, Mr. Brumfield is responsible for the planning and design to replace over 400 linear feet of critically damaged seawall with a new anchored seawall, upland walkway, and splash apron.
- Twin Rivers Park Living Shoreline, Martin County, FL (Ongoing) – As project manager, Mr. Brumfield was responsible for overall project management, preliminary design, and permitting of 200 feet of living shoreline including segmented breakwaters, armor stone revetment, and mangrove planting.
- Space View Walkway, Titusville, FL (Ongoing) – Engineer of record for design of a pile-supported concrete boardwalk that spans across the waterfront.
- Embassy Suites by Hilton Emergency Revetment Repair, St. Augustine Beach, FL (2022) – As engineer of record, Mr. Brumfield was responsible for emergency repair design and construction administration which included placement of an armor stone revetment along their beachfront.
- New River Middle School Living Shoreline, Broward County, FL (2022) – As engineer of record, Mr. Brumfield was responsible for the design of a timber boardwalk, anchored sheet pile walls, and selective demolition to develop a man-made lagoon/living shoreline by upland cut.
- Beverly Beach Seawall Assessment, Beverly Beach, FL (2022) – Project manager provided inspection of over 1500 linear feet of seawall and oversight of risk modeling and report development to support a private client's acquisition inquiry.
- Poquito Bayou Park Dock Extension, Okaloosa County, FL (2022) – Structural engineer to provide structural design to extend 120 feet of timber dock for Florida Department of Environmental Protection.
- Northbank Riverwalk Floating Dock Replacement, Jacksonville, FL (2022) – Project manager to provide construction administration and engineering support for the construction of 1500 linear feet of floating dock along the Northbank of the St. Johns River (Construction cost – 3.8M).

- Friendship Fountain Floating Dock Extension, Jacksonville, FL (2021) – Project manager to provide construction administration and engineering support for the construction of 200 linear feet of floating dock along the Southbank of the St. Johns River.
- USCG Design Services FL GA, Yankeetown, FL; Apalachicola FL, Carrabelle, FL, Bainbridge, GA (2021) – Project manager to provide project management, coordination, inspection, design, permitting, and construction administration services to repair various waterfront infrastructure at four Coast Guard facilities. Structures include new steel bulkhead and renovations to existing concrete wharves and piers.
- Jupiter Inlet Lighthouse Outstanding Natural Area, Jupiter, FL (2021) – Project engineer to provide design, construction administration, and engineering support during the construction of a system of breakwaters, timber pier, and living shoreline.
- Rollover Pass Closure Project, Gilchrist, TX (2020) – Project manager and project engineer to provide construction administration and engineering support for the closure of the Rollover Pass coastal inlet (Construction cost - 7.9M).
- Trout River Floating Dock Demolition, Jacksonville, FL (2020) – Project manager provided construction administration and engineering support for the demolition of a 180-ft floating dock along Trout River.
- County Dock Restoration, Jacksonville, FL (2020) – Project manager provided construction administration and engineering support for the construction of a 650-ft timber fishing pier along the St. Johns River.
- Jim King Boardwalk Replacement, Jacksonville, FL (2020) – Project manager provided construction administration and engineering support for the construction of a 200-ft timber boardwalk through a nature preserve within Sisters Creek.
- Vilano Boat Ramp ATON Installation, Vilano Beach, FL (2019) – Project engineer to provide inspection, design, and permitting to install two Aid to Navigation structures for the St. Augustine Port District.
- Post-Matthew Dock Inspections and Design, Jacksonville, FL (2019) – Staff engineer inspected and prepared condition assessments, including repair and replacement recommendations and cost assessments, for six City of Jacksonville docks damaged by Hurricane Matthew.
- Conference Center Bulkhead Replacement, Satsuma, FL (2019) – Staff engineer provided inspection, structural design, and permitting assessment to replace a 685-ft long bulkhead protecting the CSX conference center on the north bank of the St. Johns River and associated boat house complex.
- Coastal Engineering Services, Flagler County, FL (2019) – Staff engineer provided post-hurricane Matthew recovery plan and seawall design, bid, permitting, and post-design services for the construction of 1100 linear feet of bulkhead along Flagler Beach.
- Rayonier Mill Discharge Pipeline Replacement, Fernandina Beach, FL (2018) - Design engineer to develop replacement design, specifications, and associated cost estimates to replace a subaqueous discharge pipeline at Rayonier's Fernandina Beach plant.
- Marina San Pablo Bulkhead Inspection, Jacksonville, FL (2018) – Staff engineer performed above and below water inspection of a 3,500-ft long steel sheet pile bulkhead and prepared condition assessment report and repair recommendations.
- Bulkhead Replacement at USCG Station Curtis Bay, Baltimore, MD (2018) – Staff engineer to provide Inspection, topographic and bathymetric surveys, geotechnical investigation, design, and permitting for steel sheet pile bulkhead replacement.
- Hurricane Irma Recovery – Dock Inspections, Jacksonville, FL (2018) – Lead to conduct post-hurricane inspections of City of Jacksonville docks and associated waterfront infrastructure. Develop repair recommendations and cost estimates for damaged facilities.
- DU-9 Dredged Material Management Area (DMMA) Expansion Construction Administration, St. Johns County, FL (2018) – Staff engineer provided construction administration for the Florida Inland Navigation District's DU-9 DMMA expansion.

TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

Angela Schedel, Ph.D., P.E.

Vice President, Community Resilience

Education

Ph.D./Civil Engineering, University of Maryland

M.S./Civil Engineering, University of Maryland

B.S./Ocean Engineering, United States Naval Academy

Licenses/Certifications

Professional Engineer—FL, MD

FAA Pilot's License - Commercial Helicopter, Fixed Wing, Instrument Rating, Remote Pilot

Years of Experience

Total	With Firm
27	4

Professional Affiliations

American Shore & Beach Preservation Association, Member

American Society of Civil Engineers (ASCE), ASCE FL Chapter Sustainability & Resilience Committee

Coasts, Oceans, Ports and Rivers Institute (COPRI), Member

Florida Shore & Beach Preservation Association, Member

National Alliance of Preservation Commissions, Member

Society of American Military Engineers (SAME), Member

Background/Responsibilities

As the leader of Taylor's Coastal Planning Group, she oversees a team of engineers and scientists whose projects cover a variety of activities, including sand source and geotechnical investigations, dredging and dredge material management solutions, erosion control measures, shore protection, beach monitoring, and resilience planning.

Dr. Schedel's research interests focus on climate change resiliency and adaptation. That research, including her Ph.D. dissertation "Sea-Level Rise and its Economic Effects on Naval Installations" and practical adaptation projects, have earned her recognition as a subject matter leader and resulted in her being invited to speak to a variety of forums about sea-level rise research, policy, and adaptation solutions. She serves on the board of the Florida Shore and Beach Preservation Association (FSBPA) with a focus on the resilience of communities and nature-based solutions. Her experience conducting resilience planning for National Historic Landmark communities is unmatched in the coastal engineering industry.

Project Experience

- Martin County Grant Support (Ongoing) – As Project Manager, Dr. Schedel leads the Taylor Resilience Team supporting Martin County's efforts to seek grant funding for projects which mitigate the risks of flooding and sea level rise on vulnerable county assets. In 2022, the County received $3.2M in Resilient Florida grants with Taylor's assistance.
- U.S. Army Corps of Engineers (USACE) Regional Sediment Management (RSM) Dredging Cost Estimating Tool (Ongoing) –As Project Manager and Principal, Dr. Schedel leads the team of engineers, cost estimators, and programmers creating this web-based tool that helps USACE decision makers understand the cost implications of alternative placement sites for dredged material. The tool provides comparative cost estimates for hopper, hydraulic (cutter), and mechanical (clamshell) dredges for a variety of RSM placement sites.
- Florida Department of Environmental Protection (FDEP) Sea Level Impact Projection Mapping Tool (Ongoing) – Dr. Schedel's team developed and maintains a map-based web application to help local municipalities and state agencies conduct Sea Level Impact Projection (SLIP) studies for state-funded major construction within the coastal building zone. The web application combines sea level scenarios with a coastal hazards analysis to produce a location-specific SLIP study, which recommends general adaptation options.
- South Florida Water Management District (SFWMD) C8 and C9 Phase 2 Mitigation Planning, Miami Dade and Broward Counties, FL (Ongoing) – As Adaptation Technical Lead, Dr. Schedel guided and QA'ed the Net Present Value (NPV) analysis for long- and short-term mitigation projects as part of the Adaptation Planning and Mitigation Projects Study Report, for the C8 and C9 watersheds.
- Florida Department of Environmental Protection (FDEP) Standardized Vulnerability Assessment (2022) – As Project Manager, Dr. Schedel led the team developing a standardized vulnerability assessment scope of work guidance document. The purpose is to provide technical assistance to Resilient Florida planning grant awardees seeking to comply with the FL Legislature's requirements for evaluating the risks of flooding and sea level rise.

- U.S. Army Corps of Engineers (USACE) South Atlantic National Shoreline Management Study (2022) – As Technical Advisor to the CDM Federal Programs Corporation (CDM Smith), Dr. Schedel provided her local expertise and wide-ranging coastal engineering knowledge to the team who developed the South Atlantic regional assessment.
- City of Fort Lauderdale Historic Preservation Plan (2022) – As Resilience Technical Lead, Dr. Schedel provided research findings, in-person public meeting facilitation, and flood vulnerability mapping expertise in support of the City's Strategic Historic Preservation Plan.
- Sarasota County Coastal Resilience, Sarasota County, FL (2021) – As Resilience Technical Lead, Dr. Schedel conducted the vulnerability assessment of the County's coastal infrastructure, analyzing sea level rise and coastal flooding risk for the County's critical assets located along the barrier islands of the Gulf-fronting shoreline.
- City of Venice Resilience Plan (2021) – Dr. Schedel led the technical analysis for this City-wide Vulnerability Assessment and Adaptation Recommendations Study and Report. Public outreach efforts included a social media campaign, community survey, interactive website, and public workshops.
- St. Augustine Resilient Heritage in the Nation's Oldest City, St. Augustine, FL (2020) – As Project Manager, Dr. Schedel led a multi-disciplinary team of archaeologists, historic preservationists, landscape architects, coastal engineers, and economists who researched and created an educational publication and website for the City to use for protecting historic structures against flooding. This study featured an economic analysis of past flood events, mitigation recommendations for historic structures, and a review of policy and codes which could incentivize the City's resilience.
- U.S. Army Corps of Engineers (USACE) South Atlantic Division Sand Availability and Needs (2020) – As Project Manager, Dr. Schedel led a team of 12 engineers and scientists for this sediment search. The South Atlantic Division (SAD) includes six states: Mississippi, Alabama, Georgia, South Carolina, North Carolina, and Florida, and 2 US Territories: Puerto Rico and US Virgin Islands. The purpose of this project is to enhance coastal resilience by identifying the region's sand needs and sources over the next fifty years. The final deliverables are a publicly available webpage with a comprehensive geodatabase and an accompanying report which summarizes this detailed information.
- U.S. Army Corps of Engineers (USACE) South Atlantic Division Sediment Exchange and Offloading Study (2020) – As Project Manager, Dr. Schedel led a team of 10 engineers and scientists conducting this research, analysis, and report. The goal of this project is to identify and characterize all USACE-utilized Dredge Material Management Areas (DMMA) in the division and propose innovative offloading strategies. The final deliverables are a geodatabase of all USACE DMMAs in the region and a publicly available report summarizing this data.
- Northeast Florida Regional Council (NEFRC) Resilience Planning (2019) – As Project Manager, Dr. Schedel led the team of engineers and programmers who created a web-based Regional Resilience Exposure Tool (R2ET). This flood risk exposure tool is now a public webpage for communities and individuals in the 7-county region to assess their exposure to future flooding. Public outreach efforts included a community survey, interactive website, and public workshops.
- Punta Gorda Climate Adaptation Plan Update, Punta Gorda, FL (2019) – As Resilience Technical Lead, Dr. Schedel conducted a vulnerability analysis of public properties, comparing future sea level rise and flooding scenarios to the elevation of the city's buildings and infrastructure. Upon completion of the analysis, a variety of adaptation options were presented to the city for future action including recommended changes to the City's Comprehensive Plan. Public outreach efforts included a community survey, interactive website, and public workshops.
- U.S. Naval Academy Sea Level Rise Adaptation Plan, Annapolis, MD (2018) – Member of USNA Sea Level Rise Advisory Council, one of 2 engineers on 10-person committee which included the City of Annapolis' Director of Public Works Officer and Chief of Historic Preservation. Phase I deliverable included adoption of site-specific sea level rise scenarios for future planning, identification of worst-case storms and flooding, assessment of most vulnerable infrastructure, and proposed options for sea level rise adaptation. Phase II included a living shoreline pilot project as a sea level rise adaptation for a particularly vulnerable area.
- Naval Station Norfolk Climate Resiliency Plan, Norfolk, VA (2015) – Principal Investigator and Author of an in-depth case study of sea-level rise vulnerabilities, scenarios, and economic effects at Naval Station Norfolk. The outcome of the study is a decision-making tool for identifying which assets to adapt, how to protect them most cost-effectively, and when to implement specific adaptation actions.

TAYLOR ENGINEERING, INC.

Delivering Leading-Edge Solutions

William Miller Jr., Ph.D., P.E.

Senior Coastal and Hydraulics Engineer

Education

Ph.D./Coastal and Oceanographic Engineering, University of Florida

M.S./Coastal and Oceanographic Engineering, University of Florida

B.S./Naval Architecture and Marine Engineering, University of Michigan

Licenses/Certifications

Professional Engineer—FL, GA, MA

Years of Experience

Total	With Firm
28	19

Professional Affiliations

American Society of Civil Engineers (ASCE)

ASCE Coasts, Oceans, Ports & Rivers Institute (COPRI)

ASCE Committee for Design Standards for Piers and Wharves

Florida Engineering Society

Transportation Research Board (TRB)

Background/Responsibilities

Dr. Miller commands an advanced skill set for modeling and analysis of near shore and inlet hydrodynamics; hurricane surge; wave mechanics and loading; littoral processes; shoreline stability and protection; water quality in streams, estuaries, and marinas; sediment transport; and structure induced sediment scour, as well as engineering design of shore protection and navigation projects. His work includes the application of two-dimensional finite element models such as RMA2, RMA4, ADCIRC, the MIKE21 model suite; and the REFDIF, CGWAVE, and MIKE21 wave models. He has successfully applied these models for many locations throughout Florida (including applications for shoreline projects, bulkheads, inlets, bridge hydraulic and flushing/circulation studies). Prior to joining Taylor Engineering, Dr. Miller served 21 years (active and reserve) as a Submarine Qualified, Nuclear Trained U.S. Naval Officer.

Project Experience

- City of Destin Joe's Bayou Recreation Area Improvements, Okaloosa County, FL (Ongoing) – Lead Coastal Engineer to develop Joe's Bayou Recreation Area improvements for Okaloosa County, Florida. Reviewed historical conditions, FEMA studies, and sea level rise to develop design wave, boat wake waves, water level, and current conditions at the project site. Determined rock size requirements for shoreline revetments and offshore breakwater systems and wave loading for docks and piers.
- Lincoln Park Boat Ramp and Living Shoreline, Okaloosa County, FL (Ongoing) – Lead coastal engineer to develop coastal conditions, shore protection features, and structure hydraulic loads for the construction of new boat ramp facilities and living shorelines at Lincoln Park alongshore of Boggy Bayou in Valparaiso, FL
- Twin Rivers Park Shoreline Protection, Martin County, FL (Ongoing) – Lead coastal engineer to develop shoreline protection for Twin Rivers Park near St Lucie Inlet in Martin County, Florida. Reviewed historical conditions, FEMA studies, and sea level rise to develop design wave, boat wake waves, water level, and current conditions at the project site. Determined rock size requirements for shore protections system that included a revetment and breakwaters.
- Embassy Suites Seawall Repair, St Johns County, FL (Ongoing) – Lead coastal engineer to develop shoreline protection at the Embassy Suite Hotel in St Augustine Beach, FL.
- Indian Riverside Park Living Shorelines, Martin County, FL (Ongoing) – Lead coastal engineer to develop shoreline protection and improvements for Indian Riverside Park. Reviewed historical conditions, FEMA studies, and sea level rise to develop design wave, boat wake waves, and water level conditions at the project site. Determined rock size requirements for shore parallel breakwater system and developed and executed CGWAVE model to set size and location of breakwaters to optimize wave attenuation and minimize tombolo development. The modeling effort consisted of desktop wave transmission and diffraction analysis augmented by extensive CGWAVE wave diffraction modeling.
- Bonnieview Road Culverts, Nassau County, FL (2021) – Project manager and lead hydraulic engineer for preliminary determination of culvert size for replacement of the Bonnieview Road culverts in Nassau County, Florida.
- Naval Air Station Key West Erosion Study, Key West, FL (2021) – Project manager and lead hydraulic engineer to estimate erosion and hydraulic loading for new structures at NAS Key West.

- Norriego Point Shoreline Restoration and Stabilization, Okaloosa County, FL (2020) – Senior coastal engineer. Assisted in the development of coastal conditions and design of shoreline stabilization structures (seawalls and breakwaters). Advised lead engineer on options and estimated wave loads on structures.
- Jupiter Inlet District Lighthouse Living Shoreline, Palm Beach County, FL (2020) – Senior coast engineer. Conducted coastal engineering analyses and design estimates for the design and permitting of a living shoreline system to protect an eroding shoreline along the south side of the Jupiter Inlet lighthouse. Project features included wave attenuation structures, shoreline grading, and native vegetation planting.
- Seawall Engineering for Serenata Condominiums Vilano, Ponte Vedra Beach, FL (2019) – Senior coastal engineer. Performed erosion modeling and prepared vulnerability analysis for seawall design.
- Rayonier Mill Discharge Pipeline Replacement, Fernandina Beach, FL (2019) – Lead hydraulics engineer for design and permitting for replacement discharge pipeline at Rayonier's Fernandina Beach plant. Developed 2-D hydraulic model to determine coastal conditions at the site and estimated hydraulic (current and wave) forces on the pipe system for a variety of configurations.
- Erosion Study at Crane Island, Fernandina Beach, FL (2019) – Project manager and lead coastal engineer for erosion and scour study to determine post-design flood ground elevations for proposed properties located in a FEMA Coastal A Zone.
- Crane Island Docks Flushing Study, Fernandina Beach, FL (2019) – Project manager and lead hydraulics engineer for a flushing study supporting permit applications for nine docking facilities on the intracoastal waterway near Fernandina Beach.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (2019) – Senior coastal engineer to develop shoreline protection. The project includes revetment design and sheet pile wall wave load calculations.
- City of Jacksonville Post-Matthew Dock Inspections and Design, Jacksonville, FL (2018) – Senior coastal engineer for repair and replacement recommendations for six docks damaged by Hurricane Matthew. Supervised the development of design conditions and loading estimates for the six docks.
- Cat Point Living Shoreline, Franklin County, FL (2017) – Senior coastal engineer to develop shoreline protection and engineering and environmental services, including field investigations and reporting, in support of the Department of Environmental Protection's plan to construct breakwaters and create salt marsh habitat at Cat Point in Apalachicola Bay. Project included bathymetric and boundary surveys, natural resource investigations, preliminary engineering design and permit drawings, environmental permits acquisition, final design and construction documents, and bidding and construction administration services.
- Dock Wave Load Calculations, Northeast FL (2017) – Project manager and lead engineer. Established a variety of typical wave and water level conditions for northeast Florida, estimated wave uplift and horizontal forces for a generic fixed dock, and estimated horizontal wave forces and vertical deflections for a floating dock. Developed a proprietary model to determine fixed-dock loading and floating-dock response curves and longitudinal stresses.
- Northeast Florida/Georgia Coastal Storm Surge Study, FEMA Region IV, FL and GA (2015) – Senior modeling advisor and reviewer for the FEMA Region IV storm surge study along the Georgia and Northeast Florida coast. Provided advice and conducted quality assurance reviews for the development and implementation of the computational mesh and modeling system to evaluate storm surge including the influence of wave-induced water and current effects; for validation of storm surge and wave model system for historical storm events; and for production model simulations for the project. Researched and advised on climate change issues as required.
- City of Jacksonville Fire Station Dock, Duval County, FL (2013) – Lead engineer and project manager to update coastal engineering design parameters for a pile-supported dock structure and determined dock design loads due to waves and currents. Developed special calculation methods for grated deck loads.
- Bahia Urbana San Juan Waterfront Redevelopment. San Juan, PR (2010) – Task manager and lead engineer for the coastal conditions estimates (surge, waves, winds) for the waterfront redevelopment. Estimated the coastal conditions and current and wave forces on boat piers, bulkhead, shoreline revetments, and a pedestrian bridge within the harbor.

Christopher B. Ellis

Vice President of Environmental Services

Education

B.S./Environmental Science, Virginia Polytechnic Institute and State University

Licenses/Certifications

Transportation Worker Identification Credential

Years of Experience

Total	With Firm
23	23

Professional Affiliations

Society of Wetland Scientists

Background/Responsibilities

As vice president of Taylor Engineering's environmental services group, Mr. Ellis brings over 20 years of experience as an environmental scientist, project manager, and team leader supporting a broad range of water-related projects throughout Florida and the southeast. Mr. Ellis provides environmental expertise including wetland delineation and habitat characterization, wetland mitigation design and monitoring, ecosystem restoration, state and federal permitting, threatened and endangered species consultation support, National Environmental Policy Act (NEPA) documentation, submerged resource surveys, water and sediment sampling and data evaluation, and phase I and II environmental site assessments.

Project Experience

- SweetBay Marina Hydrographic Study and Permitting Services, Bay County, FL (Ongoing) – Project manager and environmental lead to complete hydrographic study to assess flushing characteristics of the proposed marina basin and to provide state and federal permitting services to modify existing regulatory authorizations to support the revised marina design.
- Indian Riverside Park Living Shoreline, Martin County, FL (Ongoing) — Lead environmental scientist providing technical guidance and oversight on environmental tasks including natural resource and benthic surveys, impact assessment and restoration design, and state and federal environmental permitting for an approximately 2,500-linear foot living shoreline project to protect and enhance Indian Riverside Park.
- Mangrove Island Restoration, Palm Beach County, FL (2022) – Project manager for the design, permitting, and construction-phase support services to restore a red mangrove island just off the south shore of the Loxahatchee River Central Embayment. Project tasks include submerged resource survey, erosion assessment, restoration design, environmental permitting, bid assistance, construction administration, and three years of post-construction seagrass monitoring.
- Shoreline Protection at Dames Point Terminal, Jacksonville, FL (2022) — Environmental lead overseeing natural resource survey, impact analysis, mitigation planning, and state and federal environmental permitting of a rock armor stone revetment to protect a portion of the terminal shoreline from continued erosion.
- JAXPORT JEA Property Wetland Mitigation Cost Evaluation, Duval County, FL (2022) — Environmental lead overseeing cost evaluation for projected wetlands mitigation associated with a conceptual plan to develop a large pavement parking area and access road to support increased Ro/Ro capacity through the Blount Island Marine Terminal.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (2021) – Environmental lead for the completion of submerged aquatic vegetation and wetland surveys required for the design and permitting of shoreline stabilization and recreational improvements on Norriego Point within East Pass.
- U.S. Army Corps of Engineers (USACE) Jacksonville District: Kings Bay NSB Long-Term DMMA Assessment, Camden County, GA (2021) — As environmental lead, developed Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) and led field data collection, analysis, and reporting efforts for the definition of sediment quality at multiple depths in four dredged material management areas (DMMAs) on Naval Submarine Base Kings Bay in St. Mary's, Georgia.

- JAXPORT Maintenance Dredging Permit, Jacksonville, FL (2021) — Project manager and environmental lead for project to secure reauthorization of U.S. Department of the Army permit which allows maintenance dredging JAXPORT berths.
- King Street Over San Sebastian River Bridge Hydraulics Study, St. Johns County, FL (2021) – Led field effort to install and retrieve tide gauges to record site-specific tidal data to support hydraulic model development.
- Jupiter Inlet Lighthouse Outstanding Natural Area Living Shoreline, Palm Beach County, FL (2021) – Lead environmental scientist to design and permit a living shoreline system consisting of nearshore limestone breakwaters and mangrove plantings to protect the southern shoreline of the Jupiter Inlet Lighthouse property from erosion. Completed ecological surveys to document shoreline and submerged resource conditions; acquired state and federal environmental permits; secured $200K in federal grants for project construction; and provided bidding, construction-phase, and post-construction vegetation monitoring services.
- State Road 5 (US 17) Over Broward River Bridge Hydraulics Study, Duval County, FL (2020) – Led field effort to install and retrieve tide gauges to record site-specific tidal data to support hydraulic model development.
- Cat Point Living Shoreline, Franklin County, FL (2020) – Senior environmental oversight for design, permitting, and construction-phase services for an NRDA-funded 1,600-ft living shoreline in Apalachicola Bay. The shoreline protection project featured two acres of saltwater marsh habitat creation and oyster habitat restoration.
- Summer Haven River Restoration, St. Johns County, FL (2020) – Provided design, construction observation, and agency coordination services during construction of a 7-acre beach nesting bird habitat area within spoil island MSA-233. Maintained solar-powered birdcall and electric fence systems designed to attract least terns and protect the nesting colony from mammalian predators. Provided post-construction shorebird and seabird monitoring services.
- Okaloosa Island Baywalk, Okaloosa County, FL (2019) – As environmental lead, developed conceptual design alternatives to create a living shoreline project to protect and enhance a 2,500 linear foot eroding shoreline along Choctawhatchee Bay. Project features include oyster, saltwater marsh, and coastal strand habitat restoration and enhancement. Performed wetlands delineation and submerged resource (e.g., seagrass, oysters) survey. Provided state and federal environmental permitting services.
- Fort Gates Ferry Terminal Replacement, Putnam County, FL (2019) – Environmental and permitting lead for the replacement of two ferry terminals on the St. Johns River near Welaka, Florida.
- Rayonier Mill Discharge Pipeline Replacement, Fernandina Beach, FL (2018) – Environmental lead for design and permitting for replacement discharge pipeline at Rayonier's Fernandina Beach plant.
- Harbour Point and Fisherman's Wharf Natural Resources Assessment, Fort Pierce, FL (2018) – Project manager and technical lead for shoreline and submerged natural resource (e.g., seagrass, hardbottom) surveys in support of two St. Lucie County waterfront improvement projects along 6,000 linear feet of shoreline. Completed functional assessment (UMAM) to quantify seagrass impacts and required mitigation. Prepared seagrass mitigation opportunity assessment.
- Spoil Island Management Plan, Duval County, FL (2015) – Project manager and technical lead on the preparation of a management plan for 18 spoil islands owned by North Florida Land Trust on Big Talbot Island. The plan identified management practices and projects to support the designated use of each island.
- Living Shorelines Program Development, Palm Beach County, FL (2015) – As project manager and senior scientist, aided the Jupiter Inlet District with development of program to promote living shorelines concept within the Loxahatchee River estuary.
- Shoreline Stabilization Project, FL School for the Deaf and the Blind, St. Johns County, FL (2015) – As permitting task leader, provided state and federal environmental permitting services for the construction of a concrete sheet pile bulkhead to stabilize the adjacent shoreline. Delineated on-site wetlands and designed saltwater marsh mitigation plan to offset unavoidable wetland impacts. Provided mitigation success monitoring services.
- Avendia Menedez Bulkhead Design, Permitting and Construction Administration, St. Augustine, FL (2014) – Natural resource survey and permitting lead for the construction of a new seawall designed to protect the existing 1860s historical landmark seawall.

M. Noah Adams

Senior Environmental Scientist

Education

B.S./Marine/Freshwater Biology, Ohio University

Licenses/Certifications

Authorized Gopher Tortoise Agent (PN GTA-15-00009)

Mine Safety and Health Administration (MSHA)

Years of Experience

Total	With Firm
18	4

Background/Responsibilities

Mr. Adams has 18 years of combined experience in the environmental regulatory and private consulting arenas and specializes in the areas of wetland delineation and monitoring, protected species surveys and relocation, permitting, submerged aquatic vegetation surveys, coastal restoration projects, benthic macroinvertebrate sampling/identification, Phase I environmental site assessments, mitigation bank permitting, planting, and monitoring; and invasive/exotic species control. Mr. Adams previously worked for the Florida Department of Environmental Protection (FDEP) Northeast District, Kleinfelder Inc., and Coastal Science Associates Inc. His time with the FDEP strengthened his knowledge of Florida's regulatory environment.

His primary focus on Florida Administrative Code (F.A.C.) and Florida Statutes (F.S.) throughout his career has led to a comprehensive understanding of permitting and coastal ecology within the State of Florida. However, previous permitting experience working with state and federal agencies, including those within North Carolina, South Carolina, and Georgia, provide him with a well-rounded knowledge of permitting in the ecology of the Southeastern United States. Mr. Adams also has international experience working on coastal restoration and benthic macroinvertebrate sampling/identification projects for the Country of Kuwait during previous employment with another consulting firm.

Project Experience

- Indian Riverside Park Living Shorelines, Martin County, Florida (Ongoing) – Performed a Natural Resource Survey (NRS), wetland delineation, Submerged Aquatic Vegetation Survey (SAV), and led, compiled, and submitted the FDEP and U.S. Army Corps of Engineers (USACE) permit applications for the living shorelines project.
- Twin Rivers Park Shoreline Stabilization, Martin County, Florida (Ongoing) - Performed a Natural Resource Survey (NRS), wetland delineation, Submerged Aquatic Vegetation Survey (SAV), and led, compiled, and submitted the FDEP and U.S. Army Corps of Engineers (USACE) permit applications for the living shorelines project.
- DMMA BV-24A, Florida Inland Navigation District, Brevard County, Florida (2016 and Ongoing) – Performed a wetland delineation on the 112-acre property and obtained jurisdictional status letters from both state and federal permitting agencies. Performed a natural resources survey to characterize gopher tortoise and Florida Scrub jay habitat present within the project boundaries.
- Florida Inland Navigation District, BV-4B Design and Permitting, Brevard County, Florida (2015–2016 and Ongoing) – Completing a submerged resources survey in the vicinity of the proposed permanent effluent discharge pipeline from the BV-4B dredged material management area to the Intracoastal Waterway. Led field investigations and permitting in support of a permit modification of a dredged management material area on a 101-acre abandoned citrus grove adjacent to the Intracoastal Waterway. Presently working on modifying the existing permit to include design changes.
- Florida Department of Environmental Protection, Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, Florida (2015–2016) – Completed submerged aquatic vegetation surveys needed for the design of shoreline stabilization and recreational improvements on Norriego Point within East Pass.

- WindMark Beach Submerged Aquatic Vegetation (SAV) Survey, Panama City Beach, Florida (2015) – Completed a SAV survey along the WindMark Beach shoreline to assess the presence of seagrass for future planning and design of shoreline stabilization.
- Jupiter Inlet District, Moonshine Creek Oxbow Permitting, Palm Beach County, Florida (2015–2016) – Secured the necessary regulatory permits to restore natural oxbow through the placement of rock and dredging in the upper reaches of the northwest fork in the Loxahatchee River.
- DeeDot Timberlands Causeway Rock Revetment, St. Johns County, Florida (2015) – Environmental scientist involved in the development of an engineering design (rock revetment) to stabilize the causeway waterside slope adjacent to San Pablo Creek.
- Sykes Creek Restoration Dredging Project, Brevard County, Florida, (2015-2017) – Development of the UMAM scoring and mitigation plan for the project's wetland impacts.
- Okaloosa Fish Aggregating Device Feasibility Study and Permitting, Okaloosa County, Florida (2016-2017) – Compiled the ESA, EFH, and HAPC species lists/descriptions for inclusion within the permit application satisfying federal Section 7 requirements.
- Ted Sperling Park Boardwalk Maintenance, Sarasota County, Florida (2016) – Led the permitting efforts to obtain both federal and state authorization to perform the required maintenance and expansion of the existing boardwalks within the park.
- HellCat Bay Wetland Reserve Plan of Operation, Putnam County, Florida (2016-2017) – Performed field surveys, analyzed field and literature data, and prepared sections of the Wetland Reserve Plan of Operation for an 835-acre Natural Resources Conservation Service Wetland Reserve Easement. The project restored marsh and swamp hardwoods and pine flatwoods communities on property developed for timber production, cattle grazing, and game management.
- Canal Dredging Feasibility Study, Town of Longboat Key, Florida (2016) Provided environmental assessment and permitting support for a feasibility study for maintenance dredging up to 60 residential canals within the town limits.
- Eagle LNG Marine Terminal, Jacksonville, Florida (2015) – Environmental scientist, performed sediment sampling for a dredging template and geotechnical investigations to support ongoing conceptual engineering of a new marine terminal.
- San Sebastian River Natural Resources Survey, St. Augustine, Florida (2015) – Environmental scientist for the completion of a natural resources survey of estuarine biological communities, including saltwater marsh, tidal flats, and oyster reefs within a portion of the San Sebastian River.
- North Florida Land Trust (NFLT), Spoil Island Management Plan, Duval County, Florida (2015) – Environmental scientist on the preparation of a management plan for 18 spoil islands owned by NFLT on Big Talbot Island. The plan identified management practices and projects to support the designated use of each island.
- Moonshine Creek Oxbow Permitting, Jupiter Inlet District, Palm Beach County, Florida (2017) – Secured the necessary regulatory permits to restore natural oxbow through the placement of rock and dredging in the upper reaches of the northwest fork in the Loxahatchee River.
- St. Johns River Water Management District (SJRWMD), Eau Gallie River Muck Dredging Final Design, Brevard County, Florida (2015) – Environmental scientist, conducted fieldwork and sampling for the final dredging design of the Eau Gallie River and Elbow Creek within the Indian River Lagoon.
- Jupiter Inlet District, Mangrove Island Restoration, Palm Beach County, Florida (2016) —Environmental scientist for the preliminary design and permitting effort to restore a red mangrove island just off the south shore of the Loxahatchee River Central Embayment. Project tasks include submerged resources survey, erosion assessment, restoration design, and environmental permitting.
- Florida Inland Navigation District, SJ-14 Continued Salinity and Water Level Monitoring and Additional Soil Investigations, St. Johns County, Florida (2015-2016) — Environmental scientist on the continued monitoring and additional soil investigations associated with this 43-acre dredged management material area that was impacted by a dredged material slurry spill in 2006. The additional soil investigations will be the basis for a soil sampling plan.

Elton Smith, P.E.

Senior Water Resources Engineer

Education

B.S./Mechanical Engineering, University of South Florida

Licenses/Certifications

Professional Engineer – FL

Years of Experience

Total	With Firm
17	1

Background/Responsibilities

Mr. Smith is experienced in a range of civil engineering subdisciplines with a focus on water resources design and construction administration. He works on a variety of projects including transportation design, stormwater design, stormwater modeling, permitting, planning, and general construction management. Mr. Smith provides experienced project management throughout the life of the project from planning to design, permitting, and construction. He is a strong leader with excellent abilities to manage multiple subcontractors on large, multidisciplinary water resources projects.

Project Experience

- City of Venice Outfall 1 & 2 Improvements, Venice, FL (Ongoing) – Project manager and lead modeler for the stormwater infrastructure improvements needed to analyze the city's Outfall 1 problems. This piped outfall is currently located on a highly valued portion of beach property, and the city wishes to remove it due to cosmetic and water quality issues. The project involves ICPR4 stormwater modeling and drainage design of several concepts to remove outfall 1 and improve water quality in the basin. Ultimately, the city approved a small change to the outfall 1 pump and expansion to the existing water quality system proposed. The project will require permitting through the Southwest Florida Water Management District and potentially the Florida Department of Environmental Protection as well as plans for production and cost estimation.
- Marsh Landing Stormwater Analysis, St. Johns County, FL (Ongoing) – Stormwater designer and lead modeler for the stormwater analysis and expert witness testimony project. The subdivision at Marsh Landing was impacted by flooding during Hurricanes Matthew and Irma, and the community association tasked Taylor with determining the cause. This phase of the project involved the analysis and modeling of the HOA I stormwater system to verify that the system meets the requirements of its original permit. A report detailing the results and recommended improvements will be prepared following the analysis. The project also involves providing expert witness testimony during the upcoming trial.
- Compass FEMA MT-2 Support (Ongoing) – Subject matter expert reviewer of ICPR models in support of FEMA floodplain Letter of Map revision reviews. The project involves the review of stormwater models to ensure that they meet FEMA guidance on floodplain map revisions. The work involves coordination with the applicant, analyst, and overall Compass team in the development of review comments.
- South Florida Water Management District (SFWMD) C8 & C9 Phase 2 Mitigation Planning, Miami Dade and Broward Counties, FL (Ongoing) – Stormwater engineer and project estimator for the flood mitigation planning effort. The work tasks included stormwater project influence estimation, cost estimation, and benefit/cost analysis of many project alternatives using net present value. The major work products expected from this study are an Adaptation Planning and Mitigation Projects Study Report detailing adaptation strategies consisting of a suite of long-term and short-term mitigation projects for the C8 and C9 watersheds with accompanying documentation and application of models to document adaptation measures, associated damage assessment and cost estimate, and adaptation pathway to ensure the level of service is maintained or improved under projected future sea level rise conditions. Utilizes integrated surface and groundwater modeling with MIKE SHE and MIKE Hydro. Utilizes average annualized loss calculations.

- St. Pete-Clearwater International Airport Parking Lot Expansion, Clearwater, FL (Ongoing) – Project manager for drainage design and permitting services for the expansion and resurfacing of a remote parking lot at St. Pete-Clearwater International Airport. This expansion will require an expanded stormwater management system and perimeter swale network to meet the permit requirements of the Southwest Florida Water Management District, Pinellas County, and the Florida Department of Transportation. The work tasks include developing drainage maps, preparing ICPR models, analyzing water quality via BMP Trains, sizing conveyance, and permitting with multiple agencies.
- Venice Island ICPR Model Update, Venice, FL (2022) – Project quality control for the ICPR model update. Work tasks involved performing detailed reviews of the proposed model updates and comparing the updates with the supporting project permit data. City of Venice has multiple stormwater outfalls that discharge untreated stormwater directly into the Gulf of Mexico, Roberts Bay, and the GIWW. These outfalls are located on the Island of Venice and are connected to an urban stormwater system installed in the 1920s. Persistent red tide off the southwest coast of Florida has generated increased scrutiny of the quality of runoff from these outfalls. The city has embarked on an aggressive monitoring effort to identify pollutant loads, prioritize outfalls, and develop best management practices to reduce loading from these priority outfalls. Taylor will update the ICPR model from Version 3 to 4, include physical updates that have occurred in the watershed since the original 2009 model, and include updated DEM data.

Previous Experience

- Martin County Airport General Engineering Consulting, Stuart, FL (2021) – Drainage engineer for the general consulting contract at Martin County Airport. Projects included a new airport administration building, airfield electrical vault, airport security/wildlife fencing. The project involved drainage design and coordination and permitting through the City of Stuart, Martin County, and the South Florida Water Management District.
- Albert Whitted Airport General Engineering Services, St. Petersburg, FL (2021) – Drainage engineer for multiple projects at Albert Whitted Airport, including the overall Stormwater Master Plan update, Runway 7-25 and connector taxiways rehabilitation, and hangars reconstruction. The work involved stormwater modeling, adjustments and extensions to the existing storm sewer system, and regrading/reshaping of several taxiway connectors. Projects were permitted through Southwest Florida Water Management District and “impervious credits” were recorded and later utilized due to previous net reduction in pavement. Additional credits are available for future pavement expansion projects.
- Palm Beach International Airport Signature Flight Support Hangar and Apron Expansion Phases 1A, 1B, and 2, West Palm Beach, FL (2021) – Drainage engineer on the three-phase apron pavement expansion and hangar construction project for Signature Flight Support. The project involved coordination and permitting with South Florida Water Management District and the airport. The stormwater infrastructure constructed under the airport’s Master Drainage Plan was utilized for the project. As a result, the project was permitted without any additional stormwater storage or treatment facilities.
- St. Pete-Clearwater International Airport Stormwater Master Plan, Clearwater, FL (2021) – Drainage engineer for the preparation of a new Stormwater Master Plan and comprehensive stormwater model for the St. Pete-Clearwater International Airport. Project responsibilities included the collection of historical data from a variety of sources, the field collection of missing data, the conceptual design of future infrastructure, the preparation of the existing and future stormwater models, and the preparation and permitting of the final Stormwater Master Plan. The final plan included stormwater management strategies for many upcoming projects over the next 20 years, including the high-profile Airco development and terminal expansion projects.
- Venice Municipal Airport New Taxiway E Construction, Venice, FL (2021) – Drainage engineer for the design of Taxiway E extension from Taxiway C to Taxiway A. AID reconfigured the Taxiway C/E intersection in 2015 in anticipation of this taxiway extension project. The project included the design, bidding, and construction services to extend Taxiway E. The project required modifications to the existing stormwater pond, but all stormwater treatment of the taxiway will be provided by grassed shoulders per the Florida Airports Stormwater BMP rule (FAC 62-330.449). The expansion of the pond will provide attenuation for this project and stormwater management for future aeronautical development at the airport.

Clifford L. Truitt, D.Eng, P.E., D.CE

Chief Engineer

Education

Doctor of Eng./Engineering, Texas A&M University

M.E./Ocean Engineering, Texas A&M University

B.S./Physical Oceanography, Florida Institute of Technology

Licenses/Certifications

Professional Engineer— FL

AL (ret.); LA (ret.)

Diplomate of Coastal Engineering

Years of Experience

Total	With Firm
47	7

Professional Affiliations

American Society of Civil Engineers (ASCE)

Coastal, Oceans, Ports, and Rivers Institute (COPRI), ASCE

Florida Chapter, ASCE

Diplomate, Academy of Coastal, Ocean, Ports, and Navigation Engineers (ACOPNE)

Former Founding Member, Sarasota County Coastal Advisory Committee

Background/Responsibilities

As chief engineer, Dr. Truitt focuses on all aspects of the firm's coastal engineering and dredging projects including planning, design, permitting, QA/QC, and construction.

Dr. Truitt's background includes over 45 years of experience in coastal processes, coastal structure design, and dredging with consulting firms, and state and federal government. During his tenure as a bureau chief in the Division of Beaches and Shores at the Florida Department of Environmental Protection, he was responsible for the review, evaluation, and impact assessment of every coastal structure proposed for construction in Florida at that time.

Dr. Truitt also served as the principal investigator and research hydraulic engineer at the U.S. Army Corps of Engineers (USACE) Engineer Research and Development Center, Coastal Engineering Research Center. He coordinated the work of 12 engineers and scientists in the Coastal Structures and Evaluation Branch and was personally involved in the design and monitoring of coastal erosion projects including conventional breakwaters, revetments and jetties, and a number of innovative technologies. He also assisted USACE district offices by designing and tailoring dredging operation specifications to meet specific regulatory and environmental needs.

Project Experience

- West Coast Inlet Navigation District (WCIND) Gulf Intracoastal Waterway Dredged Material Management Plan (DMMP) Update, Venice, FL (Ongoing) – Dr. Truitt provides general project delivery team oversight and QA/QC review of procedures and deliverables. Phase I (completed 2022) updated the WCIND 2017 DMMP using the most recent dredging records and geotechnical data. Changes to shoal volumes were used to update likely future shoaling rates. In Phase II (pending) four priority dredged material placement sites will be identified and one of the sites advanced through preliminary design and regulatory review.
- Lido Beach Dune Design, Permitting, and Construction Administration (Ongoing) – Principal in charge of project to design, permit, and construct a vegetated dune feature along the federal Hurricane Storm Damage Reduction Project fill template. Taylor investigated options for funding the dune project prepared conceptual designs and is assisting the Client with public outreach to ensure residents are aware of the effort.
- Azure Condo Permit Review, San Juan, PR (Ongoing) – Taylor engineering was contracted by the Condominium Association to develop conceptual options for maintaining a recreational beach on its property and suggesting enhancements to increase storm damage buffering. The effort included substantial review and coordination with USACE on its Puerto Rico Coastal Study (completed 2021) and coordination with local government and neighboring property owners. Phase II advances the design of a beach stabilization project and regulatory approvals. Dr. Truitt focused on the USACE study review and continues to provide internal QA/QC review of our technical approach and deliverables.
- Venice Beach Renourishment, Annual Physical Monitoring, Venice, FL (Ongoing) – Oversight and technical QA for engineering analyses of beach profile surveys and preparation of report documenting performance of the 2015 Venice Beach renourishment
- Canal Dredging Feasibility Study, Longboat Key, FL (Ongoing) – Project team oversight for a feasibility study of maintenance dredging up to 60 residential canals within the Town of Longboat Key. Work includes providing town with a GIS database summarizing canal and upland property characteristics as part of long-term monitoring and funding program.

- Punta Gorda Climate Adaption Plan, Punta Gorda, FL (2019) – QA/QC officer for preparing an update to the City's 2009 Climate Adaptation Plan and creating a living shoreline technical guidance document. Dr. Truitt oversaw Taylor Engineering staff's technical approaches to project tasks and fulfilled a very aggressive grant-driven schedule, which included bi-weekly progress and planning meeting with client. Staff performed vulnerability analysis using GIS and the latest available sea level rise projections published by IPCC. Report identifies vulnerable thresholds and qualitatively delineates areas of vulnerability, as well as recommendations to the City's Comprehensive Plan and coastal management element language.
- Casey Key Shoreline Stabilization Study, Sarasota County, FL (2019) – QA/QC for shoreline condition assessment at two locations along Casey Key Rd., identification and evaluation of stabilization alternatives, conceptual design, pre-application regulatory agency meeting, and public presentation.
- Norriego Point Shoreline Stabilization and Recreational Improvements, Destin, FL (2019) – Technical QA review of design for shoreline stabilization and recreational improvements on Norriego Point within East Pass. Services include submerged aquatic vegetation surveys, dredging permit modification, conceptual upland recreational design, coastal conditions analysis, value and final engineering design, construction drawings and specifications, and bid administration.
- Sand Island Pile Dike System Design Documentation Report, Astoria, OR (2019) – QA/QC for preparing Design Documentation Report for the repair of four pile dikes along the Lower Columbia River federal navigation channel.
- Baker Bay West Pile Dikes Engineering Documentation Report, Astoria, OR (2019) – QA/QC for evaluation of design alternatives and preparation of Engineering Documentation Report for the repair of four pile dikes and restoration of West Sand Island shoreline along the Baker Bay federal navigation channel.
- Gulf Intracoastal Waterway Dredged Material Management Plan, Southwest FL (2018) – Direct staff in preparation of dredged material management plan for the GIWW in the West Coast Inland Navigation District. The plan included projections of maintenance dredging volume for a 50-year period, inventory of the District's dredged management area property and easements, and discussion of possible storm impacts on the waterway.
- Naples Bay Oyster Bed Restoration, Collier County, FL (2018) – Engineer of Record for scientific and engineering services to analyze existing data, perform wave modeling calculations, perform field reconnaissance, permitting assistance, and prepare shovel-ready construction drawings for restored oyster habitat.
- Ted Sperling Park Boardwalk Replacements, Sarasota County, FL (2018) – Providing QA/QC on the replacement of three aging timber boardwalks within Ted Sperling Park located on the south end of Lido Key.
- Bayfront Park Living Shoreline Conceptual Design, Longboat Key, FL (2017) – QA/QC for developing conceptual design, engineering design, permitting cost estimate, and supporting documentation for a living shoreline project grant application for the Town of Longboat Key's Bayfront Park on Sarasota Bay.
- Review of Mississippi River Sediment Diversion Proposals, Various Parishes, LA (2017) – Provided the National Fish and Wildlife Federation (NFWF) with independent technical reviews of grant proposals for Mid-Barataria and Mid-Breton sediment diversion projects and for the Mid-Basin diversions project management. Reviews addressed the scope of work, program management plan, procurement delivery methods, and cost estimates of each proposal and provided NFWF with guidance for proposal evaluation.
- Big Pass Borrow Plan Peer Review, Sarasota, FL (2017) – Provided independent peer review of City of Sarasota coastal engineering planning documents for Big Sarasota Pass borrow area and Lido Key groins.
- Dauphin Island East End Beach and Barrier Island Restoration, Dauphin Island, AL (2016) – As senior engineer, provided construction phase services for repurposing existing rock groins and placement of approximately 320,000 cubic yards of fill from an offshore borrow area on 0.93 miles of eroded beach.
- Value Engineering of the Olmsted Dam River Dikes Project, Ohio River, IL and KY (2015) – Technical expert on dredging/underwater construction, participated in a value engineering study of USACE's plan to install 14 dikes on the Ohio River to control river velocities and minimize long-term channel dredging.

Jerry W. Scarborough, P.E.

Senior Advisor

Education

B.S./Civil Engineering, University of South Florida

Licenses/Certifications

Professional Engineer—FL

Years of Experience

Total	With Firm
41	7

Professional Affiliations

Atlantic Intracoastal Waterway Association (AIWA) Board Officer

Member of the Society of American Military Engineers (SAME)

Background/Responsibilities

Mr. Scarborough joined Taylor Engineering in 2016 as a senior advisor to the waterfront group after 34 years of service with the U.S. Army Corps of Engineers (USACE) Jacksonville District. With 10 years of experience in the Engineering Division and another 10 years in Project Management, for the last 14 years of his USACE career, Mr. Scarborough was the Chief of the Water Resources Branch, Programs and Project Management Division. His Branch was responsible for all navigation, coastal, and flood control projects in the Jacksonville District. This included all harbor deepening projects, the operations and maintenance of the District's navigation projects, dredging for the U.S. Navy and U.S. Marine Corps, the District's beach nourishment and re-nourishment projects, and the major flood control projects in Puerto Rico. He consistently provided oversight on up to 85 active planning, engineering, design, and construction projects with an average annual operating budget of approximately $200 million.

Project Experience

- Program Manager and Senior Advisor for all efforts by Taylor Engineering associated with the Florida Inland Navigation District (FIND), State of Florida (Ongoing) – Projects include dredging and dredged material management projects required to properly maintain the Federally Authorized Intracoastal Waterway in Florida.
- Dredged Material Management Area BV-4B Design and Permitting, Brevard County, FL (Ongoing) – Senior advisor for design, permitting, and bid assistance for the Florida Inland Navigation District's BV-4B dredged material management area. Extensive coordination with the FEC required to obtain pipeline access underneath the railroad in that area.
- DMMA SJ-1 Gopher Tortoise Remediation, St. Johns County, FL (2022) – Senior advisor for project to investigate, repair, and mitigate gopher tortoise activity at the DMMA SJ-1 site.
- Jax Harbor Dredged Material Management Long-Term Assessment, Duval County, FL (2021) – Senior advisor for analysis to determine the most efficient, cost-effective, and environmentally acceptable approach to managing dredged material from Jacksonville Harbor for the next 20 years. The dredged material analysis included: a shoaling analysis, a disposal areas capacity analysis, an alternatives plan including a cost and trade-offs analysis, and the selected plan.
- Commercial Site Access Investigation, Duval and St. Johns Counties, FL (2021) – Senior advisor working to develop (1) a site suitability analysis, (2) site-specific templates for typical commercial and industrial access and (3) an opinion of probable cost for six FIND sites identified for potential commercial and industrial waterway access.
- Kings Bay DMMA Long Term Assessment, Camden County, GA (2021) – Perform Independent Technical Reviews associated with this project to prepare current site condition assessments and phased management alternatives and recommendations divided into immediate (2020–2025), near-term (2025–2050), and long-term (2050–2080) phases, including a structural assessment of the DMMAs and all associated infrastructure and geotechnical and environmental chemistry analyses of the sediment in the DMMAs.
- Dredged Material Management Areas Shoreline Repair, Duval and St. Johns Counties, FL (2020)– Senior advisor for providing engineering design, permitting, bidding assistance and construction phase services for restoration of eroded shorelines and construction of a rock revetments at Florida Inland Navigation District dredged material management areas DU-2 and SJ-1.

- Construction Observation for DU-2 and DU-3&4 Offloading, Duval County, FL (2020)– Senior advisor providing construction observation of offloading 400,000 cubic yards of material from two dredged material management facilities.
- Programmatic Dredged Material Management Area Rejuvenation Plan, FL East Coast (2019) – Senior advisor for preparing a programmatic plan to offload all Florida Inland Navigation District dredged material management areas without severance fees or public notice, as allowed by Florida statute.
- Sawpit Dredging Efficiency Modeling, Nassau and Duval Counties, FL (2019) – Senior advisor for project to perform a sediment deposition basin study for the Sawpit area in order to capture sediments, reduce sediment deposition in navigable waterways, reduce maintenance dredging requirements within navigation channels, and serve as a sand source for inlet sand bypassing operations.
- Construction Phase Services for NA-1 Offloading, Nassau County, FL (2019) – Senior advisor to provide construction observation and topographic survey review to verify construction contractor's compliance with use agreement for the Florida Inland Navigation District's NA-1 dredged material management area.
- Intracoastal Waterway Reach I Dredging, Flagler County, FL (2019) – Senior advisor for the preparation of preliminary design, acquiring environmental permits, preparing final construction and bid documents, and assisting with bid administration for the Florida Inland Navigation maintenance dredging project.
- Dredged Material Management Area SJ-1 Dike Repair, St. Johns County, FL (2019) – Senior advisor for the observation of dike damaged by a construction contractor, preparation of dike repair drawings and specifications, and providing construction observation of the dike repair by a second contractor.
- Nassau County Intracoastal Waterway Reach I and Fernandina Harbor Maintenance Dredging, Nassau County, FL (2018) – Senior advisor for engineering design, permitting support, and project coordination for maintenance dredging this segment of the waterway.
- MSA 434 Offloading and Nearshore Sand Placement, Volusia County, FL (2018) – Senior advisor for the collection of bathymetric, topographic, geotechnical, and cultural resources data; preparing preliminary design; and acquiring environmental permits for offloading sand from the MSA 434 dredged material management area and placing it in the nearshore of New Smyrna Beach.
- Intracoastal Waterway Dredging Efficiencies, FL East Coast (2018) – Senior advisor for the study of the Intracoastal Waterway and ports recent dredging technology and contracting methods to determine whether the Florida Inland Navigation District should modify its dredging and contracting procedures.
- DU-9 Dredged Material Management Area (DMMA) Expansion Construction Administration, St. Johns County, FL (2017) – Senior advisor for construction administration for the Florida Inland Navigation District's DU-9 DMMA expansion.
- Vilano/South Ponte Vedra Beach ICWW Maintenance Dredging Modification, St. Johns County, FL (2017) – Project manager to facilitate and assist with coordination between FIND, USACE, FDEP and other entities to modify the maintenance dredging disposal area. In response to damage caused by Hurricane Matthew, the modification allowed placement of sand on eroded beaches north of St. Augustine Inlet.
- St. Lucie County Intracoastal Waterway Reach I Dredging, St. Lucie County, FL (2017) – Senior advisor for engineering design and permitting support for maintenance dredging the waterway near Fort Pierce Harbor and placing the sand on the beaches south of the harbor.
- Jupiter Intracoastal Waterway Dredging, Palm Beach County, FL (2017) – Senior advisor for engineering and environmental services for the Intracoastal Waterway between County Road 707 and U.S. Hwy 1 bridges in Jupiter with dredged material placement on Atlantic Ocean beaches.
- Seagrass Mitigation Site Evaluation, Various Counties, FL (2016) – Senior advisor for identification of potential seagrass mitigation sites on FIND- and USACE-controlled properties.

TAB D
Supplemental Information

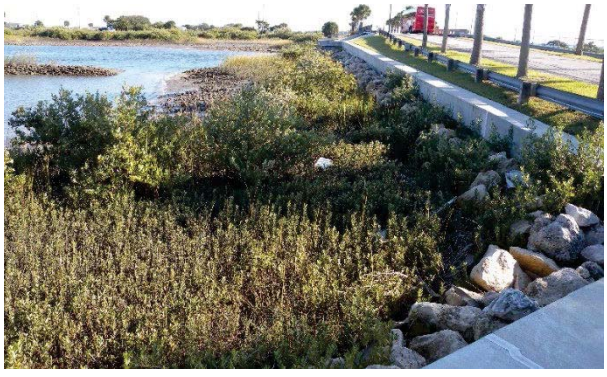
Tab D. Additional Information

Why choose Taylor Engineering; what makes us different than the other firms in contention?

With our local headquarters in Jacksonville, FL, there is no other firm that can offer both the concentration and wealth of experience in the areas of expertise that are vital for the success of this project — leadership in policy, planning, and implementation for Florida resiliency; strength in the knowledge of the local environment and the proven ability to secure environmental permits for shoreline projects; and unrivaled expertise in the engineering design for bulkheads.

Leadership in Resiliency

Resilience is often defined as the ability to bounce back quickly from adversity. Resilience to coastal flooding involves stopping the "Flood, Rebuild, Repeat" cycle, so the community can bounce back stronger and more quickly. Designing for environmental resilience provides both shore protection and space for ecosystem recovery. For example, in the estuarine environment, unique and carefully designed bulkhead systems can increase biodiversity and attract marine life. Additionally, projects that incorporate vegetation enhance shoreline aesthetics, decrease reflected wave energy, and improve resiliency. Resilience—preparing for future conditions—is at the heart of any quality coastal bulkhead project. These future conditions may not only include increased development but may also encompass sea level rise, increased nuisance flooding, and more frequent and longer duration rain and storm events. Planning should consider resilience outcomes. Today's bulkhead design must allow for adaptation to future conditions. Resilience lies at the intersection of engineering, environment, and economics. Recognizing Taylor Engineering's strength within these technical and policy fields, the State of Florida selected Taylor Engineering to create a map-based web application for the Florida Department of Environmental Protection (FDEP) for the purpose of helping FDEP implement Section 161.551 of the Florida Statues, which requires all state-financed major construction in the coastal building zone to conduct a sea level impact projection (SLIP) study. This work is but one example of Taylor Engineering's leadership for a resilient Florida that leverages our expertise in coastal and waterfront engineering and the environmental sciences. Our leadership role offers the City of Fernandina Beach ready access to state-of-the-art engineering and design practices, specialized expertise for grant and funding support, and successful implementation of resilient bulkhead systems.



Most bulkhead projects include environmental components. For example, Taylor Engineering's design for the bulkhead at Florida School for the Deaf and the Blind included estuarine wetland creation and enhancement. This photograph shows the wetland after full establishment.

Environmental Services and Permitting

Nearly all of Taylor Engineering's waterfront engineering projects require environmental investigations and assessments, environmental permitting, and coordination with state and federal environmental and regulatory agencies. We have a clear understanding of permitting issues, and over the years we have developed valuable professional relationships with both state and federal regulatory agencies. Environmental issues for many of our projects include the protection of water quality, marshes, wetlands, seagrasses, sea turtles, shorebirds, fish, nearshore hardbottom, and coral. Our technical experience with environmental regulation includes federal, state, and local

environmental permitting; field data collection and analysis; habitat characterization and mapping; mitigation design; permit compliance monitoring; endangered/threatened species, wetland, watershed, and other natural resource management plans; and long-term environmental monitoring. We have designed and permitted bulkheads, estuarine living shorelines and habitats, and numerous public access facilities to allow the public to simultaneously enjoy the working waterfront and the natural environment. We have monitored our designs using adaptive management techniques to ensure the successful, cost-effective completion of our projects, and we have provided these services throughout Florida. Over the project life cycle, from project inception through construction and post-construction monitoring, we continually coordinate with our clients and regulatory staff to ensure permit compliance. For the City of Fernandina Beach, Taylor Engineering's experience within the local environment and its ability to secure environmental permits will prove invaluable to developing the project plan and design within the context of environmental feasibility and to efficiently and cost-effectively secure project authorizations.

Bulkhead Engineering

Taylor Engineering has an unrivaled record with bulkhead and shoreline projects. Our locally based coastal and waterfront structural engineers routinely collaborate on bulkhead projects to address design issues including wave and current forces, scour, sedimentation, storm surge, and sea level rise. Our structural engineering expertise incorporates design for aggressive saltwater environments including the use of high-performance marine concrete, corrosion protection measures, corrosion-resistant materials, and detailing to ensure the longevity of a structure in a marine environment. We have completed the design and construction of bulkhead projects that have applied the full range of sheet pile materials: concrete, steel, vinyl, composite, and aluminum. We have experience with myriad anchoring solutions, including concrete deadmen, sheet pile deadmen, vertical/batter pile anchor deadmen, soldier piles, helical anchors, and grouted soil anchors. Our bulkheads have applied installation techniques and construction equipment, including impact hammers, vibratory hammers, vibration-free press-in rigs, mandrels, water jets, augers, and rock punches. We have constructed bulkheads in sand, silt, clay, and rock foundation conditions. Our long history of bulkhead experience means we have relationships with contractors who are willing to provide input during the design process regarding constructability and cost. Because of all these strengths, Taylor Engineering has become a preferred consultant for bulkhead projects; the adjacent list outlines several of our design and permitting efforts—and their associated construction value—that included bulkhead, seawall, and shoreline components. By choosing Taylor Engineering, the City of Fernandina Beach benefits from decades of truly specialized engineering expertise in the design of bulkhead and shoreline systems.

Taylor Engineering Projects with Bulkhead Components

- FPL St. Lucie Nuclear Plant Seawall ($2,918,000)
- USCG NY Battery Pier C Bulkhead ($358,300)
- USCG Carrabelle Moorings ($2,660,210)
- FDEP Norriego Point Shoreline ($12,000,000)
- Treasure Coast Blueway Trails ($4,857,400)
- Serenata Beach Club Seawall ($4,000,000)
- Bahia Urbana Waterfront Redevelopment ($16,200,000)
- USCG Chattahoochee Moorings ($1,131,670)
- Flagler County Seawall at Painters Hill ($1,100,000)
- Town of Lantana Emergency Seawall ($1,500,000)
- Palm Beach County Dubois Park Redevelopment ($2,100,000)
- Palm Coast Belle Terre Bulkhead ($1,470,000)
- St. Augustine Avenida Menendez Bulkhead ($6,700,000)
- City of West Palm Beach Bulkhead ($6,400,000)
- Florida School for the Deaf and the Blind Bulkhead ($740,290)

TAB E
City Exhibits and Addenda

EXHIBITS

EXHIBIT "A" **Contact Sheet**

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**

EXHIBIT "I" **Federal Requirements for ARPA Funds**

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Taylor Engineering, Inc.

Federal Taxpayer ID: 59-2850478

Mailing Address: 10199 Southside Blvd., Suite 310

City, State, & Zip Code: Jacksonville, FL 32256

Telephone: 904-731-7040 **Fax:** 904-731-9847

Email: jmarino@taylorengineering.com

Submitted By: James N. Marino, P.E., D.CE

Title: President

Accounting Contact:

Name: Laura Rosenbaum, CPA **Title:** Senior Vice President of Finance

Email Address: lrosenbaum@taylorengineering.com **Phone:** 904-731-7040

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
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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 RFQ 23-05.

2. This sworn statement is submitted by (entity) Taylor Engineering, Inc. whose business address is 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2850478 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is James N. Marino, P.E., D.CE 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, must 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 must be considered an affiliate.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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.)

_____ 2/10/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10 day of February, 2023, and is personally known to me, or has provided _____ as identification.

CHERYL GESSLING
Commission # HH 080815
Expires March 27, 2025
Bonded Thru Budget Notary Services

_____
Notary Public
My Commission expires: 3/27/2025

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Taylor Engineering, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32256

SIGNATURE: James N. Marino PHONE: 904-731-7040

NAME (TYPED OR PRINTED): James N. Marino, P.E., D.CE TITLE: President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: City of Fernandina Beach Resiliency Waterfront Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Taylor Engineering, Inc.

Authorized Signature:

Title: President

Date: 2/10/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: James N. Marino, P.E., D.CE Title: President

Signature: _____ Date: 2/10/2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05

This sworn statement is submitted by (entity) Taylor Engineering, Inc. whose business address is 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2850478 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James N. Marino, P.E., D.CE 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 not 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: 2/10/2023

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10 day of February, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 3/27/2025
Notary Signature

NOTARY PUBLIC STATE OF FLORIDA
CHERYL GESSLING
Commission # HH 080815
Expires March 27, 2025
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05.

This sworn statement is submitted by (entity) Taylor Engineering, Inc. whose business address is 10199 Southside Blvd., Suite 310, Jacksonville, FL 32256 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2850478 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James N. Marino, P.E., D.CE and my relationship to the entity named above is President.

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

James N. Marino
Signature Date: 2/10/2023

STATE OF FLORIDA
COUNTY OF Duval
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10 day of February, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 3/27/2025
Notary Signature

CHERYL GESSLING
Commission # HH 080815
Expires March 27, 2025
Bonded Thru Budget Notary Services

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Taylor Engineering, Inc.	2/10/2023
Firm	Date
James N. Marino	James N. Marino, P.E., D.CE, President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Taylor Engineering, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

James N. Marino, P.E., D.CE, President

Printed Name and Title of Contractor's Authorized Official

2/10/2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,**
__X__ Prime _____ Sub-awardee Tier_____, if Known: Taylor Engineering, Inc. 10199 Southside Blvd., Suite 310 Jacksonville, FL 32256 **Congressional District, if known:**	Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _ James N. Marino, P.E., D.CE **Title:** President **Telephone No.:** 904-731-7040 **Date:** 2/10/2023
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James N. Marino, P.E., D.CE **TITLE:** President

ADDRESS: Taylor Engineering, Inc., 10199 Southside Blvd., Suite 310

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: James N. Marino **DATE:** 2/10/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James N. Marino, P.E., D.CE **TITLE:** President

ADDRESS: Taylor Engineering, Inc., 10199 Southside Blvd., Suite 310

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: James N. Marino **DATE:** 2/10/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James N. Marino, P.E., D.CE **TITLE:** President

ADDRESS: Taylor Engineering, Inc., 10199 Southside Blvd., Suite 310

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: James N. Marino **DATE:** 2/10/2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James N. Marino, P.E., D.CE **TITLE:** President

ADDRESS: 10199 Southside Blvd., Suite 310

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: James N. Marino **DATE:** 2/10/2023

10199 Southside Blvd., Suite 310

Jacksonville, FL 32256

904-731-7040

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CITY OF FERNANDINA BEACH | FLORIDA

REQUEST FOR QUALIFICATIONS

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING & DESIGN

FEBRUARY 14, 2023 | 2PM

THOMAS & HUTTON

1208 Newcastle Street, Suite 201 | Brunswick, GA 31520 | 912.466.0536
thomasandhutton.com

COVER LETTER

THOMAS & HUTTON

1208 NEWCASTLE STREET, SUITE 201
BRUNSWICK, GA 31520 | 912.466.0536
WWW.THOMASANDHUTTON.COM

February 14, 2023

City of Fernandina Beach
Attn: Wanda Weaks, Purchasing Agent
City Clerk's Office
204 Ash Street
Fernandina Beach, FL 32034

Re: Request for Qualifications RFQ 23-05
Resiliency Waterfront Bulkhead System
Engineering and Design

Ms. Weaks,

With flood projections due to storm surge, high tides and sea level rise, Thomas & Hutton understands the importance of waterfront resiliency when it comes to protecting the downtown waterfront with the 1,790 linear feet of bulkhead system and structures along the Amelia River. The City has gone through great efforts in coordinating workshops and putting together a Waterfront Resiliency Master Plan so identifying the right design solutions to protect the downtown waterfront is critical.

With multiple offices along the southeastern coast, many of Thomas & Hutton's projects are adjacent to tidal bodies of water, marsh, and wetlands where walls are often necessary. In business for 76 years, Thomas & Hutton's experience with engineering, design, and permitting assistance of bulkhead walls is extensive. With sub-consultant, Breedlove, Dennis & Associates, Inc. to provide permitting assistance as part of the Thomas & Hutton team, we are well equipped to help the City identify significant milestones, as well as meet time and budget requirements needed to get the job done.

Our team offers the following advantages and benefits:

We have experience and familiarity working with the City of Fernandina. Thomas & Hutton worked in Fernandina for the Jedson-Rayonier Fernandina Plant providing conceptual master planning and design and are starting work for the City on the Ash Street Drainage project. With our experience interacting with your staff and understanding how the offices within the City work together, we bring a wealth of knowledge and experience on similar projects, such as the Cooner's Ferry Pierhead, Boat Ramp, and Erosion Control. Thomas & Hutton provided permitting and design services for a private boat ramp, boardwalk, floating dock, pierhead, and recreational areas for a similar project in Daniel Island, SC. Following many years of successful use of the facilities, the timber structures deteriorated due to exposure to the saltwater environment. It became necessary to replace the structures, including the pierhead, boat ramp, and support structures, before failure. The extensive erosion control along the shoreline was also a contributing factor. The solution included a new timber boardwalk and pierhead with floating dock access, the replacement of the boat ramp, a timber bulkhead, and the installation of Articulated Concrete Block (ACB) mattresses with rip rap for erosion control.

We have the resources to address most any eventuality or service that may be needed. With 425+ professionals across 10 regions to draw from, we deliver superior project management and coordination. We offer specialized, in-house expertise in each of the technical disciplines required for your successful project. Our team provides large firm resources with a small firm feel. We recruit the best talent, focus on cutting edge technology, and create lasting relationships with our clients to accomplish this. We demonstrate this through our quality product and sound engineering practice.

Our team works on numerous similar projects with varying levels of difficulty and complexity. We understand the sources of funding available to the City and the challenges associated with publicly funded projects. Our experience gives us the ability to see all sides of a project and to provide innovative solutions to technical and regulatory issues in the initial stages of the design process. Our willingness and desire to understand your needs allows us to proactively resolve potential problems before they become critical issues. We use a collaborative approach to achieve your specific goals to create cost-effective designs that exceed your expectations.

Thomas & Hutton welcomes the opportunity to discuss our submittal in greater detail at your invitation. Should you have any questions, please contact **Principal-in-Charge**, **Charles Ezelle**, **PE,** or **Project Manager**, **Jen Hayes, PE.** Thank you for your consideration and we look forward to the opportunity in continuing our relationship with the City of Fernandina Beach.

Sincerely,

THOMAS & HUTTON

Charles Ezelle, PE, GSWCC L2
Principal-in-Charge
Ezelle.c@tandh.com
912-466-0536 (O) / 912-721-4250 (D)

Jen Hayes, SE, PE, LEED AP
Project Manager
Hayes.j@tandh.com
843-849-0200 (O) / 843-725-5292 (D)

EXAMPLES OF PREVIOUS WORK

EXAMPLES OF PREVIOUS WORK

BILBO CANAL IMPROVEMENTS: BULKHEADS & BRIDGE

SAVANNAH, GEORGIA

CLIENT
City of Savannah
Zach Hoffman
20 Interchange Court Drive
Savannah, GA 31415
912-644-7762
zhoffman@savannahga.gov

SERVICES PROVIDED
- Structural and Marine Engineering
- Stormwater Drainage Systems
- Utility Coordination
- Civil Engineering
- Permitting
- Surveying
- Construction Services

Thomas & Hutton designed approximately 4,000 linear feet of 90-foot wide canal channel maintenance strips, river headwall, and tide gates to replace the aging Bilbo Canal box culvert.

The project included over 6,000 linear feet of retaining walls with 11 different pile supported wall designs required due to varying conditions along the length. It also included a concrete vehicular bridge to be used for maintenance access, concrete control structure and pile supported concrete relieving platform. The relocation of existing utilities in coordination with the improvements was a critical piece of the project.

Thomas & Hutton assisted the City in preparation of plats and exhibits, as required, to obtain rights-of-way and easements for the project. Thomas & Hutton also provided coordination with Georgia Power and CSX Railroad to finalize alignment of the canal along both a high voltage power transmission line and an existing active rail.

The project included six contract amendments to cover additional wetlands and environmental permitting, due to the US Army Corps of Engineers' requirement for an Individual Permit based on final wetland impact area. The original contract was based on a simpler Nationwide Permit (NWP) based on initial wetland impact estimates.

Thomas & Hutton credited the fees for the NWP back to the City as part of the amendments. The amendments also included the addition of bidding, construction phase, survey monitoring, and record drawing/closeout services that were not included in the original contract.

The goal of this project is to improve stormwater conveyance and relieve upstream stormwater issues.

DANIEL ISLAND SALES CENTER BULKHEAD

DANIEL ISLAND, SOUTH CAROLINA

CLIENT

The Daniel Island Development Company
Bill McKenzie
230 Seven Farms Drive, Suite 201
Charleston, SC 29492
843-367-5896
bill.mckenzie@danielisland.com

PROJECT TIMEFRAME

Completed 2017

COST

Design Cost: $50,000
Construction Cost: $750,000

SCHEDULE AND BUDGET MET

Yes

SERVICES PROVIDED

- Structural Engineering
- Consulting
- Permitting
- Construction Administration & Oversight

Thomas & Hutton was selected by The Daniel Island Development Company to provide permitting, design and construction services for the timber bulkhead located on a property on Beresford Creek. The property had experienced extensive erosion of the bank and subsequently, loss of land. Wall height varied from seven to 12 feet of reveal and therefore, needed to be braced. The limited area behind the bulkhead did not allow for a traditional tie back system and creek side bracing was not an option. The wall was designed using helical anchors, installed from land, to provide the lateral support for the wall.

SLIP 1 BULKHEAD

SAVANNAH, GEORGIA

CLIENT

Chatham County, GA
Suzanne Cooler
124 Bull Street, Room 430
Savannah, GA 31401
912-652-7800
coengineer@chathamcounty.org

SERVICES PROVIDED

- Permitting
- Civil Engineering
- Surveying
- Structural Design
- Construction Services

Thomas & Hutton designed three different bulkheads within the slip, foundations for various landscape structures and retaining walls on the upland. The landscape items included site walls, platforms, and a gazebo. The west wall included a new cantilevered combi-wall bulkhead system to accommodate dredging and development of the slip. The combi-wall consists of steel pipe pile with steel sheets with the concrete cap. The north wall includes a cantilevered steel sheet pile wall. The east wall includes a steel sheet pile wall with tieback system to a pile supported concrete deadman. The east wall was designed to accommodate the future upland development, including roads and construction equipment and a marina on the water side.

STEAMBOAT LANDING ROAD BULKHEAD REPLACEMENT & BRIDGE REPAIRS

CHARLESTON COUNTY, SOUTH CAROLINA

CLIENT

Charleston County
Herbert Nimz, PE
843-202-7600
HNimz@charlestoncounty.org

SERVICES PROVIDED

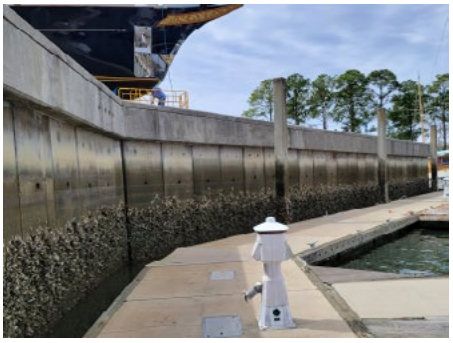
- Surveying
- Structural Engineering
- Construction Administration

In 2018, Thomas & Hutton provided an initial evaluation of the condition of Steamboat Landing Road, a dirt road owned and maintained by Charleston County, following damages that had resulted from storm events. The road is located on Edisto Island, SC and provides the single point of access to Steamboat Landing, a public boat ramp facility. There is a single-span concrete vehicular bridge located on Steamboat Landing Road that spans a tidal creek. There is a bulkhead along approximately 400 foot of road that runs parallel with the tidal creek. Following the site evaluation, Thomas & Hutton provided engineering services for the design of repairs to the road, the wall and the bridge. Thomas & Hutton also assisted with bidding and provided construction administration during the completion of the repairs.

In 2020, a section of the bulkhead wall, located along a tidal creek, failed. Thomas & Hutton provided permitting, design and construction services in support of the replacement of the bulkhead wall.

THUNDERBOLT MARINE

SAVANNAH, GEORGIA



CLIENT

Thunderbolt Marine, Inc.
Ernie D'Alto
3124 River Drive
Savannah, GA 31404
912-629-1368
edalto@thunderboltmarine.com

SERVICES PROVIDED

- Permitting Assistance
- Maintenance
- Building Design
- Construction Administration
- Services for Hydraulic Dredging of Boat Basin
- Structural/Marine Design
- Surveying
- Landscape Architecture
- Civil Engineering

Thunderbolt Marine, Inc. is a world-renowned shipyard and marine facility in the Savannah, Georgia area. It services some of the largest and most luxurious yachts as well as rare and aged vessels.

For over 30 years, Thomas & Hutton has been the facility's trusted engineering consultant for maintenance and repair of existing structures as well as the permitting (including dredging), concept development, design and construction services for new structures. Thomas & Hutton has provided consulting, surveying, permitting, planning, civil engineering, structural & marine engineering, landscape architecture, project management, bidding and construction services. Structures on site include concrete and steel bulkhead walls, concrete pile supported platforms, concrete and steel vessel lift facilities, vessel rail transfer systems, floating docks, dolphins, and buildings constructed with a variety of materials. A recent facility-wide expansion project included the addition of pile supported rail for the vessel transfer system, paint booth buildings for mega yacht vessels 200 feet and larger, and infrastructure improvements to accommodate 900-ton vessels including dredging and launching systems.

Most recently, Thomas & Hutton was engaged to assist with assessment and analysis of the existing bulkheads, one of which is currently in a state of failure. We have secured maintenance and repair permits and are currently working on the repair and replacement designs.

SLIP 2 BULKHEAD: EMERGENCY STABILIZATION AND REPLACEMENT

SAVANNAH, GEORGIA

CLIENT

Chatham County, GA
Suzanne Cooler
124 Bull Street, Room 430
Savannah, GA 31401
912-652-7800
coengineer@chathamcounty.org

SERVICES PROVIDED

- Permitting
- Civil Engineering
- Surveying
- Structural Design
- Construction Services

Following a nearby earthquake in June 2022, one of the existing steel sheet pile bulkheads located in an inlet known as Slip 2, just off the navigable channel of the Savannah River, experienced a structural failure. The deflection of the wall was substantial and the upland behind the wall became unstable.

Thomas & Hutton was contracted by Chatham County, the owner of the wall, to provide services for emergency stabilization. Working with the marine contractor, we designed temporary stabilization frames that were installed to support the wall and prevent additional deflection. Concurrently, we began working on the failure analysis and design of the replacement bulkhead. The geotechnical conditions on Hutchinson Island are some of the most challenging. Along with the design of a new steel sheet pile bulkhead with pile supported deadman system, we designed a concrete pile supported relieving platform behind the wall to support the plaza, landscape beds, concrete planters and concrete stairs.

The construction of the new structures is currently underway and anticipated to be complete in early 2024.

PROJECT TEAM

CHARLES EZELLE, PE, GSWCC L2

Principal-in-Charge

Charles has 25 years of experience in site assessment, rezoning, preliminary engineering, permit applications, engineering design, contract documents and specifications, construction administration for water, wastewater, stormwater drainage, and roads for commercial, residential, municipal, and industrial projects. As the Brunswick Regional Director, Charles' responsibilities include office operations, municipal infrastructure, and site development projects primarily located in southeast coastal Georgia. He has participated in the zoning and comprehensive plan amendment process for site development projects. Charles has extensive experience working in southeast Georgia on various projects for city, county government, Brunswick-Glynn Development Authority, Sea Island Company, Coastal Regional Commission, College of Coastal Georgia, Coastal Pines Technical College, and Weyerhaeuser.

Education

BS, Civil Engineering, 1997,
Georgia Institute of Technology

Professional Registrations

Professional Engineer in FL, GA

Professional Affiliations

- American Council of Engineering Companies, Georgia - Past Chairman
- American Society of Civil Engineers
- Georgia Economic Development Authority
- Georgia Chamber of Commerce
- Glynn County Chamber of Commerce

Core Competencies

- Project Management
- Site Assessment
- Rezoning
- Preliminary Engineering
- Permit Application Assistance
- Engineering Design
- Development of Contract Documents
- Construction Administration

Project Experience

Jekyll Island Convention Center, Jekyll Island, GA, Principal-in-Charge for design, permitting, and construction services for the new 125,000-square foot Jekyll Island Convention Center and Jekyll Village Revitalization project that includes the convention center building along with various site improvements (roads, water and sewer infrastructure, drainage, etc.) surrounding the building area. Upon completion, the project shall be LEED certified. Specific project challenges include aggressive project schedule, multidiscipline coordination for successful project completion, and innovative design techniques.

Riverview and Captain Wylly Trails Project, Jekyll Island GA, Principal-in-Charge/Project Manager for the design engineering, permitting, and construction administration of multiple trails and boardwalks on Jekyll Island. Unique challenges of this project involved navigating existing coastal marshland areas, along with wetlands and other environmentally sensitive habitats.

Westin Hotel, Jekyll Island, GA, Principal-in-Charge/Project Manager for the design, engineering, permitting, and construction administration of a 200-room, 5-story hotel facility. The design included parking and drive areas, underground infrastructure, environmental permitting, and building and site coordination. Unique design challenges included special design considerations for environmentally sensitive areas on and surrounding the project area. Challenges also included coordination of existing infrastructure and master planning to integrate themes and ideas associated with the hotel into the existing concepts for the Jekyll Island Retail Village areas.

Frederica Park, St. Simons Island, GA, Principal-in-Charge for civil design, permitting, and construction monitoring services for Frederica Park, a 4-acre play field complex for soccer, lacrosse, field hockey, rugby, and other field sports. Adjacent to the playfield are two picnic shelters, public restrooms, playground, dog park, and hard surface jogging/ running trail.

Jekyll Island Beach Village Revitalization Project, Jekyll Island, GA, Principal-in-Charge for site development, water and wastewater system design, road design, stormwater drainage system design, traffic roundabout design, and permitting of a mixed-use complex. The Beach Village includes a 128,000-square foot Convention Center, 30,000-square foot Retail Village and Village Green, Flash Foods Gas Station, Great Dunes Park, three future hotel parcels, and supporting infrastructure.

The Cloister, Sea Island Company, Sea Island, GA, Principal-in-Charge for site development, water and wastewater system design, road design, stormwater drainage system design, marine facilities, permitting, and construction administration for an oceanfront 260-room resort hotel and spa.

Tradewinds Industrial Park, Brunswick, GA, Principal-in-Charge for roadway grading, sanitary sewer system design, stormwater drainage system design, wastewater system design, computer modeling, and permitting of an entrance road to serve a future industrial facility.

JEN HAYES, SE, PE, LEED AP

Project Manager

Jen has over 22 years of experience, including analysis, design, and construction management of federal, commercial, healthcare, municipal, educational, industrial, and residential structures. She has specialized experience with coastal and water control structures working for a variety of private and public entities. Her experience with existing structures includes failure and deficiency analysis, as well as historic structure analysis. She is also a Certified Project Manager.

Education

BS, Civil Engineering, 2000, Virginia Tech

Professional Registrations

- Professional Engineer in FL, GA, SC, NC, TN
- LEED AP
- SE in GA

Professional Affiliations

- American Concrete Institute
- Pile Driving Contractors Association

Core Competencies

- Project Management
- Coastal and Marine Engineering
- Structural Engineering
- Construction Management and Oversight
- Failure and Deficiency Analysis

Project Experience

Bilbo Canal and Bridge, Savannah, GA, Structural Engineer for the design of various wall repairs, new sheet pile bulkhead, relieving platform, bridge and construction phase of the project. Project includes nine different pile supported and cantilevered bulkhead wall designs along the 3,600 linear feet of the canal (steel and concrete), a concrete maintenance access bridge, concrete outfall structure with gates, pile supported concrete relieving platform and miscellaneous other improvements. Purpose of project is to provide City with wider drainage canal that will be maintained using long reach excavators. Engineering services ranged from 2012 to present.

Daniel Island Marina Bulkhead Replacement, Charleston, SC, Structural engineer for the permitting, design and construction services for a replacement of a failed steel sheet pile bulkhead wall at an existing marina located on a tidal river. Replaced section of wall was installed on the water side of failure and required detailed coordination throughout construction due to complicated sequencing and subgrade debris and utilities.

Codner's Ferry Park - Bulkhead, Boat Ramp & Erosion Control, Daniel Island, SC, Structural engineer for park rehabilitation and improvements. Services included hydraulic analysis, geotechnical investigation, coordination with permitting agency, design of boardwalk and pierhead, boat ramp, bulkhead walls, revetment, pedestrian bridge and pavilion.

Slip One Bulkhead, Site Walls, Landscape Structures, Savannah, GA, Structural engineer for three different bulkheads within the slip, foundations for various landscape structures and retaining walls on the upland. Landscape items included site walls, platforms, and a gazebo. West wall included a new cantilevered combi-wall bulkhead system to accommodate dredging and development of slip. Combi-wall was steel pipe pile with steel sheets with concrete cap. North wall included a cantilevered steel sheet pile wall to accommodate dredge. East wall included a steel sheet pile wall with tieback system to pile supported concrete deadman. East wall designed to accommodate the future upland development, including roads and construction equipment and a marina on water side.

Cassique Pierheads, Bulkheads and Docks, Johns Island, SC, Structural Engineer for the design, detailing, and construction services for a 206-foot long timber bulkhead approximately 10 feet high with pile-supported community timber boardwalk and pierhead; a 218-foot long timber bulkhead approximately 10 feet high with pile-supported boardwalk and pierhead; and a 55-foot long timber bulkhead approximately three feet high with pile-supported 165-foot long timber boardwalk, fixed pierhead, and floating dock.

Oyster Point Trip Wall, Mount Pleasant, SC, Structural Engineer for the design and construction services for a 3,000-foot long aluminum sheet pile trip wall. The purpose of the trip wall is to trip the waves during flood events, in order to protect the inland structures from damages. Design includes soil considerations, flood and hydraulic calculations, scour considerations, and agency interaction with FEMA to produce LOMAR and CLOMAR.

Captain's Island Revetment, Daniel Island, SC, Structural Engineer for the design and construction services for a 1,300-foot long articulated concrete block (ACB) mattress system along an eroding shoreline on Ralston Creek. The ACB mattress system provided armoring to the eroding shoreline, stabilizing it for future development.

Estuary Bulkheads, Kiawah Island, SC, Structural Engineer for three different timber bulkheads along tidal creek to address severe erosion and loss of property. Two of the bulkheads were tied back to deadman system and one was cantilevered. Other areas along shoreline with lesser erosion were reinforced with armoring.

ERIC PINTO, PE

Structural Engineer

Eric has been involved in structural engineering for approximately 17 years. His experience includes structural design and construction document production, forensic investigation and renovation of historic buildings, design and construction management of commercial buildings and design and construction of marine structures.

Education

- MS, Structural Engineering, 2019, The Citadel Daniel P.
- BS, Civil Engineering, 2013, The Citadel
- BS, 2004,College of Charleston
- Jenny Research Fellowship, 2018-2019

Professional Registrations

- Professional Engineer in GA, SC
- LEED AP
- SE in GA

Core Competencies

- Project Management
- Structural Engineering
- Construction Document Production
- Construction Management & Oversight
- Building Information Modeling (BIM)

Project Experience

Slip One/Parcel Five Marina Bulkhead, Hutchinson Island, Savannah, GA, Structural Engineer for a 950-foot-long steel H-pile dead-man for an existing steel sheet pile marine wall. 2-inch diameter threaded rods connect the wall to a continuous concrete pile cap on top of a forward battered H-pile and a rear straight H-pile. Both piles and rods are spaced along the wall at 4 feet on center. The dead man installation was the first part of a larger development on the island that includes a marina, retail areas and residential areas.

Slip Two Wall Failure – Stabilization of Failed Wall and Design of New Wall, Hutchinson Island, GA, Structural Engineer for the stabilization of a failed sheet pile wall and the design of a new sheet pile wall and tie-back system. It was discovered that the helical ties had failed, the suspected cause being a relatively close medium magnitude earthquake that could have destabilized the weak soil layer into which the helices were anchored. The project involved working closely with the contractor to shore the failed wall to excavate safely behind it, to install a relieving platform under the riverwalk immediately behind the wall, and new wall and tie-back system.

Bilbo Canal & Bridge, City of Savannah, GA, Structural Engineer for the design and detailing of various wall repairs, new sheet pile bulkhead, relieving platform, and bridge. Project includes nine different pile supported and cantilevered bulkhead wall designs along the 3,600 linear feet of the canal (steel and concrete), a concrete maintenance access bridge, concrete outfall structure with gates, pile supported concrete relieving platform and miscellaneous other improvements. Purpose of this project it to provide City with wider drainage canal that will be maintained using long reach excavators.

Palmetto Bluff Marina and Dockmaster's Building, Bluffton, SC, Structural Engineer for a new 10 ft wide concrete pile supported boardwalk leading to a new concrete pile supported fixed pierhead. The boardwalk consists of 12 inch PSC piles embedded into a precast concrete pile cap with 8 inch precast slabs spanning between the bents. The fixed pierhead consists of 18 inch composite piles with cast in place pile caps and 10 inch precast slabs. A 35 foot tall 2 story steel framed dockmaster building is constructed on top of the pier head. The building is partially in a VE zone, and wave loading design criteria was carefully considered with the owner and the consulting engineer.

Summer's Corner Timber Framed Covered Entry, Structural Engineer for the design and construction of a 20-foot tall timber framed covered vehicular entry road to a new residential development. The road goes across a raised earth bed between two large scenic ponds. A series of precast box culverts connects the two ponds under the road bed. The elevated earth road bed is laterally supported by two 12-foot tall cast in place concrete retaining walls.

Plantation Road Apartments Entry Culvert, Structural Engineer for the installation of a new precast box culvert at an entry to a new apartment complex. The culverts have a pile foundation with 14-foot tall cast in place retaining wing walls.

Town of Surfside Beach Dogwood Swash Bridge Replacement, Myrtle Beach, SC, Structural Engineer for the removal of an existing timber framed bridge and the installation of new concrete pile supported box culverts for a two-lane beach front road. Pile design and placement had to be closely coordinated with existing soil conditions and existing timber pile positions. Cast in place concrete retaining walls were placed at each end and on each side of the box culverts.

JOSEPH COOK, PE

Structural Engineer

Joe has four years of experience, including analysis, design, and construction management of federal, commercial, municipal structures. His experience with existing structures includes failure and deficiency analysis.

Education

- MS, Civil Engineering, The Citadel
- BS, Civil and Environmental Engineering, 2018, The Citadel

Professional Registrations

Professional Engineer in SC

Core Competencies

- Structural Engineering
- Construction Management & Oversight
- Failure and Deficiency Analysis

Project Experience

NCSPA Morehead City Port Fender Assessment, Morehead City, NC, Structural Engineer for the port-wide fender assessment. Project included assessing nine berths for fender suitability. The structure and call-vessels vary for each of the berths and were used to provide the parameters for narrowing down the fender options. Three fender options were presented for each berth, along with thorough cost estimates for each option.

NCSPA Morehead City Port Berths 5 & 6 Improvements, Morehead City, NC, Structural Engineer for the design and detailing of improvements made to Berths 5 & 6, including new fender system (stemmed from fender assessment previously completed), bollard replacement, concrete repairs, bullrail replacement and utility vault repairs.

Union Pier, Charleston, SC, Structural Engineer for the assessment of the existing pier and building structures located at Union Pier. The Union pier site incorporates approximately one-million square-feet of structures over the water. The assessment was used to create a summary of the varying degrees of damage present at the site with a condition map that ranked the areas based upon severity. Potential repair concepts were generated as well as future use considerations that included practicality, cost limitations, and permitting/code considerations. The second portion of the project included coordination with the varying disciplines involved to progress the master plan with the existing structures condition and potential future uses in mind. This included further assessments of the structure, construction cost estimates, and preliminary analysis/designs.

Blount Island, Jacksonville, FL, Structural Engineer for the above water assessment for an open-piled concrete wharf structure located on Blount Island in Jacksonville, Florida. The assessment was done in accordance with "Waterfront Facilities Inspection and Assessment" as a Post-Event/Structural Repair or Upgrade Design. Based on the assessment, repair details were generated to restore the strength of the structure.

Steamboat Landing Bulkhead Replacement, Structural Engineer for the design and detailing of a new 330-foot long steel sheet pile wall with a concrete cap that replaced an existing wall that had failed. The new wall system utilized a helical anchor tie-back system and had an 11.5-foot maximum reveal.

Kiawah River Timber Bulkhead, Structural Engineer for the design and detailing of a 377-foot long timber bulkhead system. The timber bulkhead system consisted of three different wall types. The wall types were a cantilevered timber wall, a timber wall with a drag pile deadman, and a timber wall with a continuous concrete deadman.

Bilbo Canal & Bridge, City of Savannah, GA, Structural Engineer for the design and detailing of various wall repairs, new sheet pile bulkhead, relieving platform, and bridge. Project includes nine different pile supported and cantilevered bulkhead wall designs along the 3,600 linear feet of the canal (steel and concrete), a concrete maintenance access bridge, concrete outfall structure with gates, pile supported concrete relieving platform and miscellaneous other improvements. Purpose of this project it to provide City with wider drainage canal that will be maintained using long reach excavators.

W. MICHAEL DENNIS, PH.D.

President

Michael's areas of specialization are wetland delineation, permitting and mitigation, plant taxonomy and ecology, remote sensing and aerial photo-interpretation, threatened and endangered (T&E) species, and wildlife evaluations. Michael is the President and Principal of **Breedlove, Dennis & Associates, Inc.** He has also served as Vice President (1983-1997) and Senior Scientist (1981-1983).

Education

- Ph.D., Botany, 1976, University of Tenessee
- MS, Biology, 1973, University of South Carolina
- BS, Biology, 1969, Emory University
- AA, I967, Oxford College of Emery University

Professional Associations

- Ecological Society of America
- Association of Southeastern Biologists (Past President)
- Southern Appalachian Botanical Club
- Society of Wetland Scientists
- American Association for the Advancement of Science

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.

Project Experience

Projects and responsibilities including development of technical data and management of projects in the following areas:

Vegetarian Analysis and wetlands jurisdictional evaluations for land development activities in Orange, Osceola, Seminole, Lake, Polk, Wakulla, Martin, St. Lucie, Marion, Hamilton, Brevard, Hillsborough, Sarasota, Dade, Duval, Jackson, Gadsden, Leon, Liberty, Franklin, Citrus, Hernando, Pasco, Volusia, Hardee, Manatee, Palm Beach, Indian River, Flagler, Lee, Collier, Bay, Escambia, Walton, Alachua, Putnam, Sumter, Charlotte, Broward, Columbia, Baker, Nassau, Clay, St. Johns, Pinellas, Highlands, Hendry, and Monroe counties, Florida. Vegetation mapping of plant communities in Florida, Georgia, South Carolina, Alabama, Tennessee, Kentucky, New Jersey, and North Carolina

Wetland evaluations, permitting for the major Central Florida theme parks; airport permitting; Wetland reclamation planning. Wetlands evaluations for phosphate, sand, and limerock mining activities.

Ordinary high water line determinations: Lake Saunders, Lake County, and Peac River Valley, Alafia River, Lake Kissimmee, Lake Hatchineha, Lake Tohopekaliga, and Lake Poinsett.

Power plant and right-of-way siting.

130,000-acre ± North Ranch Sector Plan; 23,000-acre ± East Nassau Sector Plan; 74,000-acre ± East Edisto South Carolina Master Plan.

Appointed to various environmental committees, including Technical Advisor in administrative and legislative rule making processes; Member of the Technical Committee advising the Florida Senate Natural Resources Committee on the 1984 Wetlands Legislation; Member of the Wildlife Advisory Group appointed by the Department of Community Affairs; Member of the Econlockhatchee River Task Force appointed by the St. Johns River Water Management District.

Expert witness testimony – qualified in wetlands evaluation, and jurisdictional determinations and permitting, botanical indicators of ordinary high water line determinations, terrestrial and wetlands ecology, T&E species surveys, and wildlife investigations.

JENNIFER ROSINSKI, PH.D., P.W.S.

Principal Scientist

Jennifer's areas of specialization are aquatic ecology, with a specialization in shallow estuarine systems, marine macrophytes, and nutrient analysis; wetland delineation and functional assessments; environmental permitting; threatened and endangered wildlife. Jennifer is a Principal Scientist for Breedlove, Dennis & Associates, Inc. (2021 to Present) and has also served as a Senior Scientist (2011 to 2021), Associate Scientist IV (2007 to 2011), and as an Associate Scientist III, 2004 to 2007).

Education

- Ph.D., Environmental Sciences, University of Virginia
- MS, Zoology, Michigan State University
- BS, Biology, John Carroll University

Certifications

- Gopher Tortoise Authorized Agent, GTA-10-00088. Florida Fish and Wildlife Conservation Commission
- Certified Stormwater Management Inspector, Florida Department of Environmental Protection, 2004
- Professional Wetland Scientist, PWS #1872, September 2008 to present
- Lake Vegetation Index Certified Analyst, 2010-2016

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.

Project Experience

Experienced Project Manager with extensive knowledge in local, state, and federal wetland delineation, wetland mitigation plan development, environmental assessments, and federal, state, and local permitting, including large complex permits.

Management of large mitigation and monitoring projects with large data sets, statistical analyses, and extensive report writing.

Mitigation bank and conservation bank feasibility studies.

Ordinary High Water Mark Determinations.

Mining: Developed mining, mitigation, and reclamation plans.

Airports: Experience with development and compliance with airport Wildlife Hazard Assessments, as well as airport expansion permitting, permit modifications, and mitigation planning.

Wetland and upland assessments utilizing Uniform Mitigation Assessment Method and Wetland Rapid Assessment Procedure.

Development of land management plans and lake management plans, wetland mitigation plans, bald eagle management plans, and gopher tortoise management plans.

Surveys and analyses of listed species including Florida scrub jays and sand skinks.

Preparation of environmental permits including Incidental Take Permits, Department of the Army, Corps of Engineers Section 404 permitting, Florida Department of Environmental Protection State 404 permits, Gopher Tortoise Relocation Permits, and Environmental Resource Permits.

Monitoring of vegetation in preservation areas and mitigation sites, with data analysis and reporting.

Surveying seagrasses for marina development projects.

Delineation of wetlands along with agency site reviews for Jurisdictional Determinations and Formal Wetland Determinations.

Censusing and relocating gopher tortoises on projects within central Florida.

Conducted background research and report writing on the impact and regulation of mammalian, aquatic, avian, mutagenicity, product chemistry, environmental fate, residue, and biodegradation studies for TRS Toxicology/ Regluatory Services, Inc., Charlottesville, VA.

D. DALE DOWLING, B.S.

Principal Scientist

Dale's areas of specialization are regulatory agency coordination and permitting, wetland delineation, threatened and/or endangered species surveys, including surveys for gopher tortoises (Gopherus polyphemus), implementation and development of mitigation plans including upland and wetland restoration, enhancement, and preservation, field sampling, vegetation and hydrology monitoring, surface water quality monitoring and compliance, groundwater monitoring and compliance, and environmental constraints review.

Education

BS, Environmental Engineering, 2006, University of Central Florida

Certifications and Awards

- Authorized Gopher Tortoise Agent, Florida Fish and Wildlife Conservation Commission
- Certified, Federal Railroad Administration Roadway Worker Protection
- Certified Trainer, Federal Railroad Administration Roadway Worker Protection
- OSHA 24 Hour Hazardous Waste Operations and Emergency Response Authorized Training
- Florid Stormwater, Erosion, and Sediment Control Inspector No. 8077
- Cardiopulmonary Resuscitation and First Aid Certified
- CSX Public Safety and Environment Outstanding Performance Award

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.

Project Experience

Data collection, preparation and submittal of federal, state, and local permit applications for wetland and surface water impacts.

Development and execution of on-site and off-site mitigation plans including preservation, creation, and enhancement and purchase processes of credits from authorized mitigation banks.

Participation in regulatory agency meetings and negotiations and participating with clients, project teams and interested parties in review, strategy, and decision directed meetings and public hearings.

Management and coordination of multi-phase statewide linear transportation project.

Design, development, and implementation of regionally significant mitigation plans for multi-phase projects that included wetland and upland preservation, enhancement and creation.

Gopher tortoise mitigation including coordination and preparation of gopher tortoise censuses, blood testing and reporting, and gopher tortoise relocations.

Management the Colbert/Cameron Volusia County Mitigation Bank gopher tortoise recipient site database, consisting of approximately 1,700 acres of uplands with 1,000+ relocated gopher tortoises on 63 parcels.

Preparation and implementation Habitat Management Plans for Florida manatees *(Trichechus manatus latirostris)* and bald eagles *(Haliaeetus leucocephalus)* with the U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission.

Field sampling and analysis of sea grasses for the development of impact analysis, mitigation, and restoration activities.

Coordination and participation in red-cockaded woodpecker *(Picoides borealis)*, Florida scrub jay *(Aphelocoma coerulescens)*, bald eagle, sand skink *(Neoseps reynoldsi)*, and southeastern American kestrel *(Falco sparverius paulus)* censuses and monitoring.

DEBRA RIVERA, M.S.

Associate Scientist IV

Debra's areas of specialization are marine science with a specialization in marine fisheries and ichthyology; marine and seagrass ecosystems; listed species database management, regulations, and permitting including development and implementation of Wildlife Habitat Management Plans; aquatic benthic resource surveys, wildlife surveys and habitat analyses; and federal, state, and local environmental permitting.

Education

- MS, Biological Schiences/Marine Biology, 2002, Florida Institute of Technology
- BS, Biology, 1997, University of South Florida

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.

Project Experience

Associate Scientist IV and III, Breedlove, Dennis & Associates, Inc., Winter Park Florida, 2007 to Present.

Conducted aquatic benthic resource surveys per state and federal protocols as it relates to seagrass ecosystems, coral colonies, oyster reef habitats, and essential fish habitat.

Completed local, state and federal permitting for seawall, bulkhead, and dock restoration and construction in accordance with the U.S. Fish and Wildlife Service (USFWS) guidelines for the Florida manatee *(Trichechus manatus latirostris)*, sea turtles, and the smalltooth sawfish *(Pristis pectinate)*.

Completed Listed Species database management, regulations, and permitting including development and implementation of Wildlife Habitat Management Plans.

Conducted field surveys for federally and state listed wildlife species including wood storks *(Mycteria americana)*, crested caracara *(Caracara cheriway)*, Florida sandhill cranes *(Grus canadensis pratensis)*, Florida scrub-jays *(Aphelocoma coerulescens)*, burrowing owls *(Athene cunicularia)*, and gopher tortoises *(Gopherus polyphemus)*. Performed gopher tortoise relocations.

Experienced project manager coordinating with and conducting local, state, and federal agency site reviews.

Project Manager/Environmental Scientist, Terracon Consultants, Inc., Orlando, Florida. 2005 to 2007.

Performed protected wildlife assessments following the accepted methodologies of the USFWS and the Florida Fish and Wildlife Conservation Commission.

Conducted Phase I and Phase II Environmental Site Assessments, National Environmental Policy Act assessments, and Asbestos and Mold inspections. Performed groundwater well elevations surveys and determined groundwater flow based on analytical data.

Prepared proposals, cost estimates, provided project management, client maintenance, project invoicing, and budget management for a variety of projects

Biological Scientist II, FWC, Melbourne, Florida. 1999 to 2005.

Coordinated the Fisheries Dependent Monitoring program that encompassed marine recreational angler surveys. Trained and supervised regional staff and assigned work schedules.

Conducted fisheries independent sampling through the collection of environmental data. Identified fishes, invertebrates, and plant species from the Indian River Lagoon and Western Atlantic Ocean.

Conducted surveys on economic impact of the charter boat industry and conducted quality assurance/quality control monitoring.

VIRGINIA SOUMAR, B.S.

Associate Scientist IV

Virginia's areas of specialization are environmental permitting, mitigation design, data compilation and analysis, ecological constraints reviews, wetland delineation, wetland functions and values analyses, habitat assessment and mapping, vegetative and hydrologic monitoring and reporting, state and federally listed wildlife species surveys, and gopher tortoise census and relocations.

Education

BS, Biology, 2005, University of Central Florida

Certifications

- Qualified Stormwater Management Inspector No. 16788
- Lake Vegetation Index Certified Analyst
- Authorized Gopher Tortoise Agent No. GTA-20-00002
- Burrowing Owl Registered Agent No. RAG-20-00054

BDA BREEDLOVE, DENNIS & ASSOCIATES, INC.

Project Experience

Prepared state, federal, and local environmental permit applications.

Developed on-site and off-site mitigation plans for impact permits and mitigation banks.

Provided project management duties for timely and cost-efficient completion of tasks.

Participated in state and federal rule making through review and comment of proposed policies including Uniform Mitigation Assessment Method (UMAM), Waters of the United States jurisdictional guidance, federal Assessment of Indirect and Secondary Effects, and Gopher Tortoise Permitting Guidelines.

Performed ecological constraints reviews for listed species, wetlands, vegetative community classifications, and habitat quality.

Performed wetland delineation and aerial photointerpretation for land use mapping and permitting.

Conducted habitat assessments for quality and functions, including UMAM, Wetland Rapid Assessment Procedure (WRAP), Modified Wetland Rapid Assessment Procedure (M-WRAP), and Lake Vegetation Index (LVI).

Established and conducted vegetative, biological, and hydrological monitoring and assessments of wetland and upland mitigation areas for permit compliance.

Interpreted monitoring data to determine achievement of permit-conditioned success criteria and drafted monitoring reports for agency submittal.

Conducted wildlife monitoring, habitat assessments, and presence/absence surveys for state and federally listed wildlife species including sand skink *(Neoseps [=Plestiodon] reynoldsi)*, gopher tortoise *(Gopherus polyphemus)*, eastern indigo snake *(Drymarchon couperi)*, bald eagle *(Haliaeetus leucocephalus)*, Florida scrub-jay *(Aphelocoma coerulescens)*, southeastern American kestrel *(Falco sparverius paulus)*, crested caracara *(Caracara cheriway)*, burrowing owl *(Athene cunicularia)*, Florida sandhill crane *(Grus canadensis pratensis)*, and Sherman's fox squirrel *(Sciurus niger shermani)*.

Provided annual monitoring for Florida scrub-jay mitigation site, to include documentation of nesting success, assistance with identification banding procedures, and coordination of habitat management activities.

Performed gopher tortoise census, relocations (including backhoe, hand shovel, and bucket-trap capture techniques), marking/measuring, burrowing scoping, and soft-release monitoring of recipient sites.

Established and conducted coverboard surveys for sand skinks in accordance with USFWS guidelines.

Performed bald eagle nest monitoring in accordance with USFWS guidelines.

Utilized custom GIS databases containing ecological occurrence records and regulatory ranges for listed species to provide preliminary assessments of potential for occurrence and guide species-specific survey efforts.

Conducted National Pollutant Discharge Elimination System (NPDES) inspections.

Maintained the Permit Tracking System for a large central Florida airport using ArcView.

Utilized Global Positioning System units and data to map wetland limits, transect and sampling locations, property boundaries, listed species occurrences, etc.

OTHER INFORMATION

OTHER INFORMATION

Established in 1946, former US Army Corps of Engineers Officers, Hue Thomas and Joe Hutton, joined forces and opened an engineering firm in Savannah, Georgia.

Today, Thomas & Hutton stands as one of the most well respected and established consulting and engineering firms in the Southeast with over 425 employees throughout ten regions in Georgia, South Carolina, North Carolina, and Tennessee.

With over **76 years of experience**, Thomas & Hutton has the technology and associated technical resources available to provide innovative solutions to complex engineering and design challenges. Powered by passion, our talented people design infrastructure that breathes life into our communities, brings prosperity and jobs, and are catalysts in delivering our promises that cultivate meaningful relationships.

We are a tight knit, privately held **corporation** that works efficiently on projects while maintaining close client professional relationships. Our principals are actively involved with client communications and project performance. Our project managers, surveyors, design engineers, landscape architects, and GIS professional personnel assure that each project is completed efficiently according to the scope, schedule, and budget.

Our 76-year strong **relationships** with local, state, and federal agencies provide us with a clear understanding of codes and regulations, allowing us to swiftly navigate and expedite the process and create successful projects. Our company's ability to establish, maintain, and most importantly – leverage our professional relationships, is what sets our company apart from others and allows our clients to succeed beyond their expectations. Our relationships with our clients, our client's customers, government officials, regulatory agencies, other consultants, landowners, and our communities, afford us the ability to add value to the services we provide.

To provide quality professional services and project support to our clients, our **technical competencies** include consulting, engineering, landscape architecture, land planning, surveying, Geographic Information Systems (GIS), and construction administration.

PRIME OFFICE LOCATION

Our Brunswick location will be the prime office for this project. We will also have support from our Charleston, SC office and from our sub-consultant, Breedlove, Dennis & Associates, Inc. We pride ourselves on being a regional firm serving southeastern municipalities for over seven decades. Our staff is easily accessible for those inevitably necessary impromptu meetings.

Thomas & Hutton
1208 Newcastle St., Ste. 201
Brunswick, GA 31520
912-466-0536

Thomas & Hutton
682 Johnnie Dodds Blvd., Ste. 100
Mt. Pleasant, SC 29464
843-849-0200

Breedlove, Dennis & Assoc., Inc.
30 East Liberty St.
Brooksville, FL 34601-2910
352-799-9488

CAPABILITIES RELEVANT TO THIS PROJECT

STRUCTURAL & MARINE

The Thomas & Hutton structural team enjoys collaborating with owners, contractors, and sub-consultants to develop cost-effective solutions for the upgrades, retrofits, expansions, and renovations if existing and new structures. We are typically engaged from the time the project begins at concept design through the completion of construction. As it pertains to this project, we envision the following scope of services from our structural/marine department.

- Evaluation of Existing Structures & Conditions
- Concept Layouts
- Opinions of Cost
- Constructability Reviews
- Permitting Support & Preliminary Design
- Wind, Wave, and Stability Analysis
- Impact Evaluation/Consideration
- Revetment and Erosion Control Design
- Bulkhead Design
- Design of Structures Over Water
- Construction Administration Condition Assessments

PERMITTING

Breedlove, Dennis & Associates, Inc. (DBA) will be providing environmental experts and scientists to support the permitting efforts required by the state and federal agencies for this project. With 47 years of experience providing environmental permitting services in Florida, they have the relationships and regulatory knowledge to expedite the project through permitting. As it pertains to this project, we envision the following scope of services from our environmental permitting group.

- Evaluation of environmental impacts of proposed concepts
- Phasing evaluation from regulatory standpoint
- Estimation of schedules for permitting of various options
- Conduct pre-application meetings with agencies, and with private parties that may have interest or opposition to the project
- Prepare permitting applications
- Facilitate/coordinate additional documents such as letters of permission or support
- Serve as agent throughout the permitting process

PROJECT SUITABILITY

The coastal environment for a structure is harsh considering salt exposure, high winds resulting from tropical storms and hurricanes, tidal fluctuations, and marine organisms (to name a few). The selection of a resilient, durable and sustainable solution for shoreline protection is critical. Experience with designing and monitoring the performance of a variety of bulkheads and erosion control measures is essential to being able to select the best types of materials for this project. Along the length of the shoreline, the existing conditions, environmental impacts and future loading vary to the degree that one structure will not fit all. Thomas & Hutton has the experience to assist the City with the evaluation, selection, permitting process and design of what is needed.

For as long as Thomas & Hutton has been in business, we have been continuously involved in the concept planning, permitting, design and construction of shoreline protection systems, including, but not limited to, bulkhead walls, revetments, soft and hard armoring and wave attenuation measures. The Thomas & Hutton team has worked primarily in the coastal areas of the southeastern United States since our founding in 1946. Our office locations in Brunswick, Charleston, Savannah, and Myrtle Beach provide our team the ability to place personnel at project locations very efficiently. Our Project Manager, Jen Hayes, PE, has specialized experience with coastal and marine structures working for a variety of private and public entities. A few similar projects Jen has worked on are: **Bilbo Canal and Bridge, Savannah, GA,** where she was a Structural Engineer for the design of various wall repairs, new sheet pile bulkhead, relieving platform, bridge and construction phase of the project; **Plant Riverside, Landscape Structures, Bulkhead & City Riverwalk, Savannah, GA,** where she was a Structural Engineer for repairs to new 1,500-foot long steel sheet pile bulkhead wall along the Savannah River; and **Slip One Bulkhead, Site Walls, Landscape Structures, Savannah, GA,** where she was a Structural Engineer for three different bulkheads within the slip, foundations for various landscape structures and retaining walls on the upland.

In the last two years, the Thomas & Hutton structural department has designed and assessed over 100,000 linear feet of walls, including steel sheet pile, composite sheet pile, timber, cast in place concrete, masonry and precast concrete.

COMMITMENT TO COMMUNICATION

At Thomas & Hutton, we strive to be viewed as an extension of your staff. It has been our experience that perhaps the single biggest factor that contributes to our success in that effort is communication. We communicate frequently with our clients; via telephone, via email, and lately with technology utilizing Microsoft Teams or Zoom virtual meetings where we can share screens, and certainly the old fashion way – in person, face-to-face meetings. Consistent communication guides our approach to accomplishing our work and meeting time and budget requirements with all our clients, including you.

Our first phase of any project is to discuss objectives, priorities and parameters with our client. Once we have a comprehensive understanding of these aspects of the project, we can begin to brainstorm and develop the possible solutions to be considered. We value this part of the process and we recognize that these factors may change with the development of the project. The decisions that initiated the project may need to be revisited at different times during the project, highlighting the need for consistent communication throughout the phases.

RECENT, CURRENT, AND PROJECTED WORKLOAD

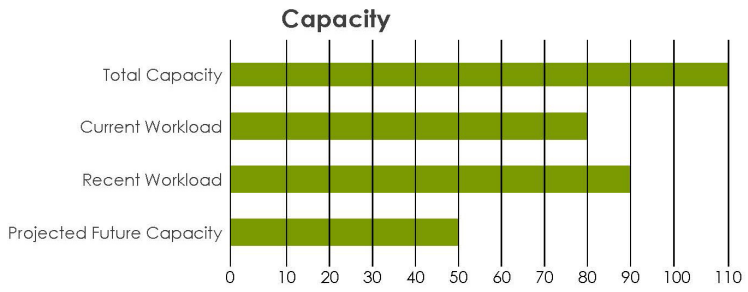
The Thomas & Hutton team offers the City a wealth of local experience, as well as experience in all aspects of project management, quality assurance, and interdisciplinary technical expertise across all tasks required for this project. With significant staff resources, our team can pull from our "deep bench" to adequately staff this project and react to potential unforeseen needs or time crunches. Our team will work closely with the City, maintaining open and consistent lines of communication, to ensure project deliverables, schedules, and budgets are clear from the commencement of the project.

We can begin work immediately and will meet most any reasonable project timeline. There are no known major pending projects or anticipated organizational changes that could impact the ability to dedicate personnel and resources needed to complete the tasks for this contract in a timely manner.

While Thomas & Hutton maintains close client relationships and engages in business activities with a small-firm feel, we employ many professionals across multiple states. We have the resources to employ interoffice work planning and decrease activity schedules significantly if the client's schedule warrants such efforts. This means we can check-in with our clients regularly with progress reports to ensure that our projects remain on track and on time.

The total capacity of our team is 110% since professional staff works an average of 45 hours/week and hourly employees quite commonly put in 10% overtime. The following charts indicate our team's current and future capacity:

Total Capacity	(110%)
Current Workload	(80%)
Capacity for Additional Work	(90%)
Projected Future Capacity	(50%)



REQUIRED FORMS

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "A"

CONTACT SHEET

Name: Thomas & Hutton Engineering Co.

Federal Taxpayer ID: 58-0652827

Mailing Address: 1208 Newcastle Street, Suite 201

City, State, & Zip Code: Brunswick, GA 31520

Telephone: 912-466-0536 **Fax:** 912-234-2950

Email: collins.j@tandh.com

Submitted By: James J. Collins, PE

Title: Senior Vice-President

Accounting Contact:

Name: Molly Collins **Title:** Accounting Manager

Email Address: collins.m@tandh.com **Phone:** 912-721-4118

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

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 RFQ 23-05 - Waterfront Bulkhead

2. This sworn statement is submitted by (entity) Thomas & Hutton whose business address is 1208 Newcastle St., Ste 201, Brunswick, GA 31520 and (if applicable) Federal Employer Identification Number (FEIN) is 58-0652827 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is James J. Collins, PE and my relationship to the entity named above is Senior Vice-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, must 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 must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted 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.)

_____ February 10, 2023
Signature Date:

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Chatham

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of February, 2023, and is personally known to me, or has provided _____ as identification.

JULIE A NELSON NOTARY PUBLIC CHATHAM COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 18, 2025

Julie A. Nelson
Notary Public
My Commission expires: October 18, 2025

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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 must:

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

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

COMPANY: Thomas & Hutton Engineering Co.

CITY: Brunswick STATE: GA ZIP CODE: 31520

SIGNATURE: _____ PHONE: 912-466-0536

NAME (TYPED OR PRINTED): James J. Collins, PE TITLE: Senior Vice-President

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFQ 23-05

Project Description: Resiliency Waterfront Bulkhead System Engineering and Design

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the 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: Thomas & Hutton Engineering Co.

Authorized Signature:

Title: Senior Vice-President

Date: February 10, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

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: James J. Collins, PE Title: Senior vice-President

Signature: _____ Date: February 10, 2023

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05 - Waterfront Bulkhead

This sworn statement is submitted by (entity) Thomas & Hutton whose business address is 1208 Newcastle Street, Ste 201, Brunswick, GA 31520 and (if applicable) Federal Employer Identification Number (FEIN) is 58-0652827 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James J. Collins, PE and my relationship to the entity named above is Senior Vice-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 not 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: February 10, 2023

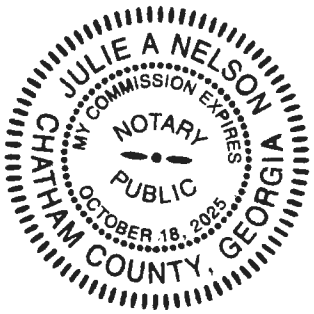
CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Chatham

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of February, 2023, and is personally known to me, or has provided _____ as identification.

Julie A. Nelson
Notary Signature

My Commission expires: October 18, 2025



THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFQ 23-05 - Waterfront Bulkhead

This sworn statement is submitted by (entity) Thomas & Hutton whose business address is 1208 Newcastle St., Ste 201, Brunswick, GA 31520 and (if applicable) Federal Employer Identification Number (FEIN) is 58-0652827 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is James J. Collins and my relationship to the entity named above is Senior Vice-President

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 Responder, 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 Responder, firm, or person to fix the price or prices in the attached proposal or any other Responder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Responder, 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 Responder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature Date: February 10, 2023

Georgia
STATE OF ~~FLORIDA~~
COUNTY OF Chatham

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 10th day of February, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: October 18, 2025
Notary Signature

JULIE A NELSON NOTARY PUBLIC CHATHAM COUNTY, GEORGIA MY COMMISSION EXPIRES OCTOBER 18, 2025

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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__X___NO_____ Please see attached

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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Thomas & Hutton Engineering Co.	February 10, 2023
Firm	Date
	James J. Collins, PE, Senior Vice-President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH SUBMITTAL

LEGAL/PENDING LITIGATION

Thomas & Hutton is proud of its reputation for providing high-quality work. That quality translates into a limited-claims history during our 76 years. Given the size and geographic coverage of Thomas & Hutton, we find ourselves involved in litigation from time to time. Thomas & Hutton maintains professional liability insurance to protect its operations and clients. Unfortunately, this policy can be a target for some entities.

We have been involved in litigation regarding one project in the last five years and provided a summary below of the matter.

Drayton-Parker Companies, LLC and Gregory M. Parkers, Inc. vs. Thomas & Hutton Engineering Co. and Hames Michael Canady and James Michael Canady Third Party Plaintiff vs. Clifton Construction, Inc. and SCWC Enterprises, Inc., d/b/a Phillips Paving Company
In the Superior Court of Chatham County
Civil Action No: SPCV20-00934-FR
Claim #: 3177136589US

In this action, Plaintiffs have filed a professional negligence action against Thomas & Hutton relating to the alleged defective design of a parking lot for use in a convenience store in the Superior Court of Chatham County. Thomas & Hutton has filed a Motion to Dismiss certain portions of the claim. One of the Defendants has recently brought in two separate third parties who were contractors on the subject property. Thomas & Hutton is vigorously defending this case and believes that it has acted within the applicable standard of care.

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Thomas & Hutton, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

James J. Collins, PE, Senior Vice-President

Printed Name and Title of Contractor's Authorized Official

February 10, 2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance N/A	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change

Name and Address of Reporting Entity:	**If Reporting Entity in No. 4 is Sub-awardee,**
____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:_____** **_____Print Name: _** **_____** **Title: _____** **Telephone No.:_____Date: _____**
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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RFQ 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESIGN

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 1

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.1 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James J. Collins, PE **TITLE:** Senior Vice-President

ADDRESS: 1208 Newcastle Street, Suite 201

CITY: Brunswick **STATE:** GA 31520

AUTHORIZED SIGNATURE: **DATE:** February 10, 2023

1. **[RFQ, page 1] –** Page 1 of the RFQ states "All information on the Price Submittal form must be provided, or the submittal may not be accepted." **Please disregard the above sentence in the RFQ. There is no Price Submittal form associated with this RFQ 23-05.**

2. The content of submittals was inadvertently left out of this RFQ. Please provide the following in your response.

   CONTENT OF SUBMITTALS

   Submittals should include the following:

   - **A narrative introductory cover letter (not to exceed two pages).**
   - **Three examples of previous work similar in nature to this project, including appropriate contact information (not to exceed two pages per example).**
   - **Professional backgrounds of personnel to be involved with this project, including the identification of the lead project manager (not to exceed two pages per person).**
   - **Any other information that may be of interest to the City or relevant to the submittal (not to exceed two pages).**
   - **City Exhibits A-I**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 2

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.2 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James J. Collins, PE **TITLE:** Senior Vice-President

ADDRESS: 1208 Newcastle Street, Suite 201

CITY: Brunswick **STATE:** GA 31520

AUTHORIZED SIGNATURE: **DATE:** February 10, 2023

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

1) Is there a DBE/MBE/SBE goal for this project? **No**

2) Does the City of Fernandina Beach publish a list of DBE/MBE/SBE registered firms? **No**

3) [RFQ, page 2] – The RFQ states "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." The hyperlink provided does not work. *Please provide a valid link that we can use to provide our search results with our proposal.* **Please disregard this for the RFQ. This requirement will apply during the invitation to bid process.**

4) [RFQ, page 2] – Although it's not mentioned in Addendum #1, "Proposed Schedule" is part of the evaluation criteria in the RFQ. *Please confirm whether a schedule is still required in our submission, and if so: 1) is there a page limit on the Project Schedule, and 2) what section should we include this in?* **No**

5) [RFQ, page 2] – Although it's not mentioned in Addendum #1, in the "Experience of Team Members" evaluation criteria there is mention of the team demonstrating our understanding of the project. *Please confirm whether we are to include a project understanding/technical approach section in our technical proposal. If so, what are the page limitations and where should we include this section?* **No**

6) Addendum #1 does not mention an Organization Chart. *Should we include an org chart in the "Experience of the Key Team Members" section?* **No**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 3

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.3 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James J. Collins, PE **TITLE:** Senior Vice-President

ADDRESS: 1208 Newcastle Street, Suite 201

CITY: Brunswick **STATE:** GA 31520

AUTHORIZED SIGNATURE: **DATE:** February 10, 2023

1. Per Addendum #2, a Project Schedule is no longer required. This was part in the Evaluation Criteria/Scoring Breakdown in the RFQ (worth 20 points). Now that the proposal content has changed from the original RFQ, can you please provide an updated Evaluation Criteria/Scoring Breakdown by section? **The Evaluation Criteria has changed as follows:**

   Experience of the team members **50 points**
   Does the respondent team demonstrate the understanding of the project and contain the shills to complete the work and understand the overall goals of the City for this project.

   Past Performance/References **50 points**
   Has the team members successfully completed similar projects and worked as a team previously on similar projects.

2. Are any previous geotechnical studies or bathymetric surveys available for this project? **No**

3. Can we provide more than 3 similar past performance/reference projects, keeping these within the 6 pages? **Yes**

4. Is this project funded by a grant? If so, may we request a copy of the grant proposal or executed grant for review? **It is funded by a State Grant. A copy of the executed grant will be provided to the consultant who is awarded the design contract.**

5. Does the City have their own geotechnical engineering firm under contract for this project, or will the submitter need to include a geotechnical firm on their team? **No, the submittal does not need to include the geotechnical firm the proposer intends to use.**

6. Does Exhibit "G", Non-Collusion Affidavit, need to be completed for this RFQ package? **All required forms (Exhibits A-I) need to be completed and included with the submittal.**

7. Which of the required forms will need to be completed by any sub-consultants? **None of the required forms need to be completed by any sub-consultants.**

CITY OF FERNANDINA BEACH
REQUEST FOR QUALIFICATIONS
RFQ 23-05 RESILIENCY WATERFRONT BULKEAD SYSTEM ENGINEERING AND DESIGN

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

ADDENDUM NUMBER 4

The following changes are applicable to the original RFQ documents and specifications of RFQ 23-05. This Addendum No.4 now becomes part of the original Request for Qualifications and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or company submitting a proposal. Failure to do so may disqualify the Submittal.

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

NAME: James J. Collins, PE **TITLE:** Senior Vice-President

ADDRESS: 1208 Newcastle Street, Suite 201

CITY: Brunswick **STATE:** GA 31520

AUTHORIZED SIGNATURE: **DATE:** February 10, 2023

1. May we provide our own in-house survey team, included in our proposal: May we provide our own in-house Construction Engineering and Inspection (CEI) team, included in our proposal? These are acceptable; however, it is not needed to be included as part of the RFQ. We are only looking for information relating to the qualifications and experience to provide the design and permitting phases.

2. Since there was no contract provided with the RFQ, will the awarded Firm have an opportunity to review and provide exceptions for negotiations, if any, to the contract terms and conditions? If selected by the City to submit a proposal, the firm will have an opportunity to discuss the terms of a contract.

THOMAS & HUTTON

thomasandhutton.com

RFP 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DESI

	Criteria	Total Weight
1	Experience of the Team Members	50
2	Past Performance	50
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

CRITERIA	EXPERIENCE OF THE TEAM MEMBERS	Total	PAST PERFORMANCE
GEOSYNTEC CONSULTANTS	7	175	6
HALFF ASSOCIATES	7	175	6
HANSON PROFESSIONAL SERVICES	7	175	5
HDR ENGINEERING	8	200	8
MCLAREN ENGINEERING GROUP	6	150	5
PASSERO ASSOCIATES	7	175	6
SCHNEIDER ENGINEERING AND CONSULTING	9	225	6
TAYLOR ENGINEERING	10	250	9
THOMAS & HUTTON ENGINEERING	6	150	8
DREDGING AND MARINA CONSULTANTS (DMC)	8	200	7
KIMLEY-HORN AND ASSOCIATES, INC.	10	250	10

GN

	TOTAL SCORE
Total	
150	325
150	325
125	300
200	400
125	275
150	325
150	375
225	475
200	350
175	375
250	500

RFP 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DES

Andre Desilet

	Criteria	Weight
1	Experience of the Team Members	50
2	Past Performance	50
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

CRITERIA	EXPERIENCE OF THE TEAM MEMBERS	Total	PAST PERFORMANCE
GEOSYNTEC CONSULTANTS	5	125	4
HALFF ASSOCIATES	5	125	4
HANSON PROFESSIONAL SERVICES	4	100	3
HDR ENGINEERING	3	75	3
MCLAREN ENGINEERING GROUP	3	75	3
PASSERO ASSOCIATES	4	100	4
SCHNEIDER ENGINEERING AND CONSULTING	5	125	3
TAYLOR ENGINEERING	5	125	4
THOMAS & HUTTON ENGINEERING	3	75	4

DREDGING AND MARINA CONSULTANTS (DMC)	5	125	3
KIMLEY-HORN AND ASSOCIATES, INC.	5	125	5

SIGN

	TOTAL SCORE
Total	
100	225
100	225
75	175
75	150
75	150
100	200
75	200
100	225
100	175

75	200
125	250

RFP 23-05 RESILIENCY WATERFRONT BULKHEAD SYSTEM ENGINEERING AND DES

Charlie George

	Criteria	Weight
1	Experience of the Team Members	50
2	Past Performance	50
		100

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

CRITERIA	EXPERIENCE OF THE TEAM MEMBERS	Total	PAST PERFORMANCE
GEOSYNTEC CONSULTANTS	2	50	2
HALFF ASSOCIATES	2	50	2
HANSON PROFESSIONAL SERVICES	3	75	2
HDR ENGINEERING	5	125	5
MCLAREN ENGINEERING GROUP	3	75	2
PASSERO ASSOCIATES	3	75	2
SCHNEIDER ENGINEERING AND CONSULTING	4	100	3
TAYLOR ENGINEERING	5	125	5
THOMAS & HUTTON ENGINEERING	3	75	4
DREDGING AND MARINA CONSULTANTS (DMC)	3	75	4
KIMLEY-HORN AND ASSOCIATES, INC.	5	125	5

SIGN

	TOTAL SCORE	
Total		
50	100	11
50	100	10
50	125	9
125	250	3
50	125	7
50	125	8
75	175	4
125	250	2
100	175	6
100	175	5
125	250	1

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-62
Cost Reimbursement Agreement - First Coast Railroad

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-62.

SYNOPSIS: The City of Fernandina Beach desires to open the railroad crossing on Alachua Street at N. Front Street. The City Commission, via Resolution 2021-145, entered into a Stipulation of Parties with First Coast Railroad, Inc. and the State Department of Transportation, approving the opening upon certain conditions, including that the City pay design and engineering costs associated with the project.
First Coast Railroad, Inc. has provided a reimbursement agreement for the Preliminary Engineering Phase of the work, attached as Exhibit A, in the amount of $21,987.00.
This item is placed on the agenda at the request of the Deputy City Manager, Engineer, Charles George.

FISCAL IMPACT: Funding is available in the Community Redevelopment Fund Improvements account, 180 56300 Project #21026.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-62.

Charles George, Interim City Manager	3/23/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	4/3/2023
Pauline Testagrose, Comptroller	4/4/2023
Mark Foxworth, Interim City Manager	4/5/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Katie Newton, Legal Assistant Date: March 23, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A REIMBURSEMENT AGREEMENT WITH FIRST COAST RAILROAD INC. FOR PRELIMINARY ENGINEERING RELATED TO THE ALACHUA STREET OPENING AT FRONT STREET; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach desires to open the railroad crossing on Alachua Street at N. Front Street; and

WHEREAS, the City Commission, via Resolution 2021-145, entered into a Stipulation of Parties with First Coast Railroad, Inc. and the State Department of Transportation, approving the opening upon certain conditions, including that the City pay design and engineering costs associated with the project; and

WHEREAS, First Coast Railroad, Inc. has provided a reimbursement agreement for the Preliminary Engineering Phase of the work, attached as Exhibit A, in the amount of $21,987.00; and

WHEREAS, the funding is available in the Community Redevelopment Fund Improvements account, 180 56300 Project #21026.

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 reimbursement agreement by First Coast Railroad, Inc. in the amount of $21,987.00, attached hereto as Exhibit A.

SECTION 2. The Interim City Manager and City Clerk, upon review and approval of the City Attorney, are hereby authorized to execute the Agreement to First Coast Railroad, Inc.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Engineering Cost Reimbursement Agreement

This Cost Reimbursement Agreement (the "Agreement") dated as of April 18, 2023 ("Effective Date") is between First Coast Railroad INC. (FCRD), a Delaware corporation ("Railroad") with an address of 13901 Sutton Park Drive, Jacksonville, FL. 32224] and the City of Fernandina Beach, a General Law City with an address of 204 Ash Street, Fernandina Beach, 32034

WHEREAS, Railroad and Agency agree that certain improvements are necessary in connection with the North Front Street roadway and crossing projects of the City of Fernandina Beach located at a proposed new crossing at Alachua Street.

WHEREAS, the parties agree that the estimated total cost of Railroad's engineering review services of the Improvements (the "Services") is estimated to total $21,987.00("Estimated Services Cost"); and

WHEREAS, this Agreement provides for Agency's agreement to reimburse Railroad for the costs that will be incurred by Railroad to complete the Services, subject to the terms and conditions set forth herein.

NOW THEREFORE, in view of the foregoing statements, which form the factual basis of this Agreement and in further view of other good and valuable consideration, the parties agree as follows:

1. SERVICES.

(a) Railroad agrees to perform engineering review of the Improvements, The construction of an at grade new crossing at Alachua Street, DOT-TBD (the "Services"):

> Oversite and management, field survey, Engineering Review PE Package, Plan Review of Roadway Construction which could affect any RR ROW, (Under, In or Over). Bid Packages for surface and Warning Device Construction. Pre - Construction coordination

(b) Agency agrees to reimburse Railroad for all costs and expenses (including overhead) incurred by Railroad in connection with Railroad's performance of the Services, in accordance with Section 3 below. The parties acknowledge and agree that the foregoing reimbursable costs may exceed the Estimated Services Cost.

(c) RAILROAD MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES. IN PARTICULAR THERE SHALL BE EXCLUDED THE IMPLIED WARRANTY OF MERCHANTABILITY AS WELL AS THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

(d) Railroad shall complete the Services no later than _____ (the "Completion Date").

2. Term.

The term of this Agreement shall commence on the Effective Date and continue until the Services are complete upon mutual agreement between the parties; however, Railroad's obligation to invoice as set forth in Section 3 and Agency's obligation to make payment, as set forth in Section 1, shall survive termination of this Agreement.

3. Invoicing for Reimbursement of Expenses.

(a) Either upon completion of the Services or periodically, as determined by Railroad in its sole discretion, Railroad will invoice Agency for Railroad's costs and expenses (including overhead) incurred by Railroad with respect to the Services and provide Agency with a written invoice evidencing those costs and such other supporting documentation to substantiate those costs as Agency may reasonably request. Agency shall reimburse Railroad and pay all invoices within thirty (30) days after Agency's receipt of the invoice.

(b) Whenever a payment due under this Agreement is not made when due, such amounts shall bear interest at 6% per annum calculated from the date after the payment to which interest applies was due, until the date said payment is made, or the maximum interest allowed by applicable law.

(c) If Agency disputes any invoice, then it may withhold payment only on that portion disputed and pay the remainder by the due date. For purposes of this provision, an invoice is "disputed" by Agency only if Agency (i) notifies Railroad in writing within thirty (30) days after receipt of the invoice that it is disputed, (ii) specifies in such writing the amount disputed, (iii) pays within the time due any amount not disputed and (iv) provides Railroad any documentation or other relevant information substantiating the amount disputed.

4. Miscellaneous.

(a) This Agreement represents the complete and entire understanding of the parties regarding the Work and supersedes any prior drafts of this Agreement and any oral agreements regarding the Work.

(b) This Agreement has been executed by the authorized officials of the parties and may not be amended unless in writing and signed by the authorized officials of the parties.

(c) This Agreement is the result of the mutual negotiations of the parties and shall not be construed against either of them as the drafter. Any interpretation or enforcement of this Agreement shall be governed by the laws of the State of Florida.

(d) This Agreement may not be assigned by either party without the written consent of the other party, which shall not be unreasonably withheld or delayed.

(e) Any waiver of any provision must be in writing and issued by the party granting the waiver. The waiver applies only for the specific facts contained in the waiver and is not construed as a waiver of such facts for the future.

(f) No party shall be liable to the other party for any consequential, indirect, incidental, exemplary, special or punitive damages (including but not limited to, cost of capital, decline in market value, business interruption expenses, attorneys' fees and lost sales) of any kind arising out of this Agreement regardless of whether the party against whom such damages might be otherwise sought knew or reasonably should have known of the possibility of such damages.

(g) This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and counterparts of this Agreement may also be exchanged electronically, and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties have caused duly authorized representatives to execute this Agreement as of the date first written above.

First Coast Railroad INC.	City of Fernandina Beach
By: _____	By: _____
Name:	Name: Mark K. Foxworth
Title:	Title: Interim City Manager
Date: _____	Date: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Force Account Estimate

Preliminary

Railroad:	First Coast Railroad Inc. (FCRD)	**Region:**	Southern
Agency:	City of Fenandina Beach	**State:**	Florida
DOT #:	TBD/ SMA 47.32	**COUNTY:**	Nassau
ROADWAY:	Alachua Street	**CITY:**	Fernandina Beech
DESCRIPTION:	Oversight of management, field survey, engineering review, P.E. Package, SOP, Plan Development and review of roadway construction, and pre construction coordination		
AGENCY PROJECT NUMBER:	TBD	**ESTIMATE SUBJECT TO REVISION AFTER:**	**08/30/23**

PRELIMINARY ENGINEERING:				
Contracted & Administrative Engineering Services			$	21,141
Subtotal			**$**	**21,141**
CONSTRUCTION & CLOSEOUT:				
Contracted & Administrative Engineering Services			$	-
Subtotal			**$**	**-**
FLAGGING SERVICE:				
Contracted or Railroad Flagmen Services	0	Days	$	-
Subtotal			**$**	**-**
UTILITY WORK:				
Power Service			$	-
Other			$	-
Subtotal			**$**	**-**
CONTRACT WORK:				
Outside Services			$	-
Design & Labor & Material			$	-
Subtotal			**$**	**-**
RAILROAD TRACK:				
Labor & Material			$	-
Subtotal			**$**	**-**
RAILROAD SIGNAL & COMMUNICATION:				
Labor & Material			$	-
Subtotal			**$**	**-**
PROJECT SUBTOTAL:			**$**	**21,141**
Public Project Admin:	**4.00%**		$	846
Contingencies:	**0.00%**		$	-
PROJECT TOTAL:	**********		**$**	**21,987**
CURRENT AUTHORIZED BUDGET:	**********		$	-
TOTAL SUPPLEMENT REQUESTED:	**********		**$**	**21,987**

DIVISION OF COST:

Agency	100.00%	$	21,987
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: TJD **Approved by:** *0* **Public Project Department**

DATE: 03/03/23 **REVISED:** 01/00/00 **DATE:** 03/03/23

RESOLUTION 2021-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING RESOLUTION 2021-81; APPROVING THE REVISED STIPULATION OF PARTIES BETWEEN THE CITY OF FERNANDINA BEACH, FIRST COAST RAILROAD, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE OPENING OF A RAILROAD CROSSING ON ALACHUA STREET AT N. FRONT STREET, AUTHORIZING EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has desired to open the railroad crossing on Alachua Street at N. Front Street for many years; and

WHEREAS, the City previously adopted Resolution 2021-81, approving a Stipulation of Parties' between the City, the State Department of Transportation, and First Coast Railroad previously; and

WHEREAS, Railroad officials desire to make three minor revisions to the previously approved Stipulation of Parties:

1. Pg. 1 Sec. 2 Revise "7 movements per week" to read "a minimum of 28 movements per week."
2. Pg. 3 Sec. 11 Revise to read, "To offset the opening of the Alachua Street Crossing, (i) the RAILROAD, at the DEPARTMENT'S expense will make signal safety improvements at the following four railroad-highway grade crossings: Centre Street Crossing (620820J), Pages Dairy Road Crossing (620799F), US 17 Crossing (620800X), and Ash Street Crossing (620819P); and (ii) the parties hereto will work together to identify a railroad-highway grade crossing suitable for closure. If there are no crossings of RAILROAD suitable for closure, the parties hereto will work together to identify a railroad-highway grade crossing of an affiliate of RAILROAD suitable for closure.
3. Pg. 3 Sec. 13 Revise the reference to "Division Engineer" to "Roadmaster."

WHEREAS, none of the aforementioned revisions alter the principal collaborative effort or the general intent of the previously adopted Stipulation of Parties to open the Alachua Street road crossing at N. Front Street.

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 revised Stipulation of Parties

between the City of Fernandina Beach, First Coast Railroad, and the Florida Department of Transportation, attached hereto as Exhibit "1".

SECTION 2. The City Manager, City Clerk, and City Attorney are authorized to prepare and file all documents associated with this Resolution.

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:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

STIPULATION OF PARTIES
FOR THE OPENING OF ALACHUA STREET
FDOT CROSSING NUMBER 976620K RAILROAD-HIGHWAY GRADE CROSSING,
CITY OF FERNANDINA BEACH, FLORIDA

The City of Fernandina Beach (CITY), First Coast Railroad, Inc. (RAILROAD), and the Florida Department of Transportation Central Office (DEPARTMENT), by and through their undersigned representatives enter this Stipulation of Parties and agree to the following conditions:

1. The CITY filed an application (EXHIBIT “A”) with the DEPARTMENT to open the Alachua Street railroad-highway grade crossing, FDOT Crossing Number 976620K (hereinafter called Alachua Street Crossing), approximate RAILROAD Milepost location SMA 47.32, in the City of Fernandina Beach, pursuant to Chapter 335.141(1), Florida Statutes, and Rule 14-57.012, Florida Administrative Code.
2. There are two tracks at the proposed Alachua Street Crossing which currently has a minimum of twenty-eight movements per week. The current maximum train speed is ten miles per hour at the proposed crossing location.
3. The proposed Alachua Street Crossing location will be an urban local road. The proposed Alachua Street Crossing location will be a two-lane urban local road with a sidewalk on the South side, as set forth on the attached plans and maps (EXHIBIT “B”).
4. The RAILROAD, at the CITY’S expense, will provide all necessary materials and install a railroad grade crossing surface at the extension of Alachua Street, in compliance with the DEPARTMENT’S Standard Plans Index 830-T01 (EXHIBIT “C”).

5. The RAILROAD, at the CITY'S expense, will provide all necessary materials and install at the Alachua Street Crossing; automatic railroad grade crossing warning devices to include a control house/cabinet; (Two) Type III, Class IV flashing lights and gates; and RAILROAD pedestrian safety devices, in accordance with the DEPARTMENT'S Standard Plans Index 509-070 (EXHIBIT "D").

6. The RAILROAD, at the CITY'S expense, will maintain the crossing and automatic railroad crossing warning devices at the Alachua Street Crossing.

7. The CITY, at the CITY'S expense, shall provide a perpetual easement for the placement and maintenance of the automatic railroad crossing warning devices, associated equipment, and control house for the Alachua Street Crossing.

8. The RAILROAD, at the CITY'S expense, shall erect on each side of the crossings, signs and object markers as identified in the DEPARTMENT'S Standard Plans Index 102-600, attached hereto as "EXHIBIT F".

9. In accordance with the proposed plans (EXHIBIT "B"), the CITY, at the CITY'S expense, will install and maintain fencing parallel to Front Street to enhance pedestrian safety by channeling pedestrian travel to the permitted railroad-highway grade crossings between Alachua Street and Ash Street. The fencing height will be four feet above the ground line with a minimum required distance of six feet-eight inches from the nearest rail (i.e., nine feet from centerline of track) to the fence. The minimum distance of six feet-eight inches applies to all elements of the fence, including both fencing and fence pillars.

10. The CITY, at the CITY'S expense, will install and maintain curbing and bump out protection for the Alachua Street Crossing, Crossing Number 976620K (hereinafter called Alachua Street Crossing), Centre Street, Crossing Number 620820J (hereinafter called Centre Street Crossing), and Ash Street, Crossing Number 620819P (hereinafter called Ash Street Crossing).

11. To offset the opening of the Alachua Street Crossing, (i) the RAILROAD, at the DEPARTMENT'S expense will make signal safety improvements at the following four railroad-highway grade crossings: Centre Street Crossing (620820J), Pages Dairy Road Crossing (620799F), US 17 Crossing (620800X), and Ash Street Crossing (620819P); and (ii) the parties hereto will work together to identify a railroad-highway grade crossing suitable for closure. If there are no crossings of RAILROAD suitable for closure, the parties hereto will work together to identify a railroad-highway grade crossing of an affiliate of RAILROAD suitable for closure.

12. The RAILROAD will coordinate with the CITY'S Streets and Parks Maintenance Director at least 72 hours in advance of any work at Alachua Street Crossing, Centre Street Crossing, and Ash Street Crossing.

13. Any work by the CITY will be coordinated with the RAILROAD's Roadmaster at least 72 hours prior to the commencement of any work at the Pages Dairy Road Crossing, Alachua Street Crossing, Centre Street Crossing, US 17 Crossing, and Ash Street Crossing, except for emergency work for which immediate notice will be provided. These measures will ensure that all Federal Railroad Administration Workplace Safety Regulations, to include flagging and insurance, are met.

14. All work by the CITY and RAILROAD will be consistent with the Manual of Uniform Traffic Control Devices (MUTCD) (2009 Edition), Federal Railroad Administration Rules and Regulations (FRA), American Association of State Highway and Transportation Officials (AASHTO) Policy, the DEPARTMENT'S Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida's Green Book), and CITY and RAILROAD requirements.

15. A Department of Transportation (DOT) crossing number will be assigned to the Alachua Street Crossing. The RAILROAD will complete the U.S. DOT Crossing Inventory Forms (OMB No. 2130-0017) for the opening of the Alachua Street crossing. The completed forms

(EXHIBIT “E”) will be submitted to the DEPARTMENT and to the FRA for inventory data entry within 60 days of opening.

16. The CITY shall provide the DEPARTMENT a copy of the Resolution or a certified copy of the Minutes from the Clerk of Courts, verifying that this Stipulation has the CITY’S approval.

17. This Stipulation of Parties has been executed by all parties having an interest in this matter. All parties waive hearing rights provided by Chapter 120, Florida Statutes, for the opening of the Alachua Street railroad-highway grade crossing with this Stipulation of Parties.

18. This Stipulation of Parties has been executed to formalize the acceptance of the plan between all parties to implement the work as outlined. Separate Agreements will be executed between the appropriate parties for the individual work components to follow.

19. The terms of this Stipulation of Parties may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in writing, signed by the CITY, the RAILROAD, and the DEPARTMENT.

20. This Stipulation of Parties is governed by, and shall be interpreted, and construed in accordance with the laws of the State of Florida.

21. Any failure of any party to insist upon the strict performance of any terms or provisions of this Stipulation of Parties is not deemed to be a waiver of the terms of this agreement.

22. As authorized by Section 335.141, Florida Statutes, and Rule Chapter 14-57, Florida Administrative Code, the DEPARTMENT permits the opening of the Alachua Street railroad-highway grade crossing, as evidenced by this Stipulation of Parties, provided all conditions of this Stipulation are met and completed within 60 months of the execution of this Stipulation.

(THIS CONCLUDES THE BODY OF THIS STIPULATION OF PARTIES)

FIRST COAST RAILROAD, INC. (RAILROAD)

By: _____
Authorized Signature

Date: _____

CITY OF FERNANDINA BEACH (CITY)

By: _____
Authorized Signature

Date: _____9/7/21_____

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION (DEPARTMENT)

By: _____
Chief of Modal Development

Date: _____

LEGAL REVIEW

By: _____
Attorney, FDOT Central Office

Date: _____

RESOLUTION 2021-81

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE STIPULATION OF PARTIES BETWEEN THE CITY OF FERNANDINA BEACH, FIRST COAST RAILROAD, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE OPENING OF A RAILROAD CROSSING ON ALACHUA STREET AT N. FRONT STREET, AUTHORIZING A COST RECOVERY AGREEMENT WITH RAILWAY PROJECT CONSULTANTS, AUTHORIZING EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has desired to open the railroad crossing on Alachua Street at N. Front Street for many years; and

WHEREAS, the City and railroad officials previously entered into a Stipulation of Parties in 2005 and extended the same Stipulation of Parties in 2010; and

WHEREAS, the City failed to act under the provisions of the previous Stipulation of Parties, which subsequently expired in 2015; and

WHEREAS, with the assistance of State of Florida Department of Transportation officials, City staff and railroad officials have drafted a new Stipulation of Parties to allow for the opening of a railroad crossing on Alachua Street at N. Front Street; and

WHEREAS, the City Commission considers the opening of the railroad crossing on Alachua Street at N. Front Street to be in the best economic interests of downtown, promoting enhanced development opportunities and improved traffic (pedestrian and vehicular) circulation;

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 Stipulation of Parties between the City of Fernandina Beach, First Coast Railroad, and the State of Florida Department of Transportation, attached hereto as Exhibit 1 (and associated Exhibits);

SECTION 2. The City Commission hereby approves the Cost Reimbursement Agreement with Railway Project Consultants in an amount not to exceed $30,730, to coordinate and assist with the City's efforts to design and construct the Alachua Street railroad crossing, attached hereto as Exhibit 2.

SECTION 3. The City Manager, City Clerk, and City Attorney are authorized to prepare and file all documents associated with this Resolution.

SECTION 4. This Resolution shall take effect immediately upon passage.

ADOPTED this 1st day of June, 2021.

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

STIPULATION OF PARTIES
FOR THE OPENING OF ALACHUA STREET
FDOT CROSSING NUMBER TBD RAILROAD-HIGHWAY GRADE CROSSING,
CITY OF FERNANDINA BEACH, FLORIDA

The City of Fernandina Beach (CITY), First Coast Railroad, Inc. (RAILROAD), and the Florida Department of Transportation Central Office (DEPARTMENT), by and through their undersigned representatives enter this Stipulation of Parties and agree to the following conditions:

1. The CITY filed an application (EXHIBIT "A") with the DEPARTMENT to open the Alachua Street railroad-highway grade crossing, FDOT Crossing Number TBD (hereinafter called Alachua Street Crossing), approximate RAILROAD Milepost location SMA 47.32, in the City of Fernandina Beach, pursuant to Chapter 335.141(1), Florida Statutes, and Rule 14-57.012, Florida Administrative Code.
2. There are two tracks at the proposed Alachua Street Crossing which currently has approximately five train movements per day. The current maximum train speed is ten miles per hour at the proposed crossing location.
3. The proposed Alachua Street Crossing location will be an urban local road. The Alachua Street Crossing location will be a two-lane urban local road with a sidewalk on the South side, proposed and subject to final design by the CITY and review by the RAILROAD, as set forth on the attached plans and maps (EXHIBIT "B").
4. The RAILROAD, at the CITY'S expense, will provide all necessary materials and install a railroad grade crossing surface at the extension of Alachua Street, in compliance with the DEPARTMENT'S Standard Plans Index 830-T01 (EXHIBIT "C").

5. The RAILROAD, at the CITY'S expense, will provide all necessary materials and install at the Alachua Street Crossing; automatic railroad grade crossing warning devices to include a control house/cabinet; (Two) Type III, Class IV flashing lights and gates; and RAILROAD pedestrian safety devices, in accordance with the DEPARTMENT'S Standard Plans Index 509-070 (EXHIBIT "D").

6. The RAILROAD, at the CITY'S expense, will maintain the crossing and automatic railroad crossing warning devices at the Alachua Street Crossing.

7. The CITY, at the CITY'S expense, shall provide a perpetual easement for the placement and maintenance of the automatic railroad crossing warning devices, associated equipment, and control house for the Alachua Street Crossing.

8. The RAILROAD, at the CITY'S expense, shall erect on each side of the crossings, signs and object markers as identified in the DEPARTMENT'S Standard Plans Index 102-600, attached hereto as "EXHIBIT F".

9. In accordance with the proposed plans (EXHIBIT "B"), the CITY, at the CITY'S expense, will install and maintain fencing parallel to Front Street to enhance pedestrian safety by channeling pedestrian travel to the permitted railroad-highway grade crossings between Alachua Street and Ash Street. The fencing height will be four feet above the ground line with a minimum required distance of six feet-eight inches from the nearest rail (i.e., nine feet from centerline of track) to the fence. The minimum distance of six feet-eight inches applies to all elements of the fence, including both fencing and fence pillars.

10. The CITY, at the CITY'S expense, will install and maintain curbing and bump out protection for the Alachua Street Crossing, Crossing Number TBD, Centre Street, Crossing Number 620820J (hereinafter called Centre Street Crossing), and Ash Street, Crossing Number 620819P (hereinafter called Ash Street Crossing).

11. To offset the opening of the Alachua Street Crossing, the RAILROAD, at the DEPARTMENT'S expense will make signal safety improvements at the following four railroad-highway grade crossings: Centre Street Crossing (620820J), Pages Dairy Road Crossing (620799F), US 17 Crossing (620800X), and Ash Street Crossing (620819P).

12. The RAILROAD will coordinate with the CITY'S Streets and Parks Maintenance Director at least 72 hours in advance of any work at Alachua Street Crossing, Centre Street Crossing, and Ash Street Crossing.

13. Any work by the CITY will be coordinated with the RAILROAD's Division Engineer at least 72 hours prior to the commencement of any work at the Pages Dairy Road Crossing, Alachua Street Crossing, Centre Street Crossing, US 17 Crossing, and Ash Street Crossing, except for emergency work for which immediate notice will be provided. These measures will ensure that all Federal Railroad Administration Workplace Safety Regulations, to include flagging and insurance, are met.

14. All work by the CITY and RAILROAD will be consistent with the Manual of Uniform Traffic Control Devices (MUTCD) (2009 Edition), Federal Railroad Administration Rules and Regulations (FRA), American Association of State Highway and Transportation Officials (AASHTO) Policy, the DEPARTMENT'S Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida's Green Book), and CITY requirements.

15. A Department of Transportation (DOT) crossing number will be assigned to the Alachua Street Crossing. The RAILROAD will complete the U.S. DOT Crossing Inventory Forms (OMB No. 2130-0017) for the opening of the Alachua Street crossing. The completed forms (EXHIBIT "E") will be submitted to the DEPARTMENT and to the FRA for inventory data entry within 60 days of opening.

16. The CITY shall provide the DEPARTMENT a copy of the Resolution or a certified copy of the Minutes from the Clerk of Courts, verifying that this Stipulation has the CITY'S approval.

17. This Stipulation of Parties has been executed by all parties having an interest in this matter. All parties waive hearing rights provided by Chapter 120, Florida Statutes, for the opening of the Alachua Street railroad-highway grade crossing with this Stipulation of Parties.

18. This Stipulation of Parties has been executed to formalize the acceptance of the plan between all parties to implement the work as outlined. Separate Agreements will be executed between the appropriate parties for the individual work components to follow.

19. The terms of this Stipulation of Parties may not be changed, waived, discharged, or terminated orally, but only by an instrument or instruments in writing, signed by the CITY, the RAILROAD, and the DEPARTMENT.

20. This Stipulation of Parties is governed by, and shall be interpreted, and construed in accordance with the laws of the State of Florida.

21. Any failure of any party to insist upon the strict performance of any terms or provisions of this Stipulation of Parties is not deemed to be a waiver of the terms of this agreement.

22. As authorized by Section 335.141, Florida Statutes, and Rule Chapter 14-57, Florida Administrative Code, the DEPARTMENT permits the opening of the Alachua Street railroad-highway grade crossing, as evidenced by this Stipulation of Parties, provided all conditions of this Stipulation are met and completed within 60 months of the execution of this Stipulation.

(THIS CONCLUDES THE BODY OF THIS STIPULATION OF PARTIES)

FIRST COAST RAILROAD, INC. (RAILROAD)

By: _____
Authorized Signature

Date: _____

CITY OF FERNANDINA BEACH (CITY)

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

By: _____
Authorized Signature

Date: 6/1/21

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION (DEPARTMENT)

By: _____
Chief of Modal Development

Date: _____

LEGAL REVIEW

By: _____
Attorney, FDOT Central Office

Date: _____

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-63
Agreement Approval - McCranie and Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-63.

SYNOPSIS: A Water Main Extension of approximately 5,00 linear feet of 8" diameter City Water Main on along Cinch Drive is an approved project (number 23045) for the FY 2022-2023 budget.

The City of Fernandina Beach has solicited a proposal from McCranie & Associates, Inc., an approved 2021 CCNA Civil Engineering Consultant, to perform the Engineering and Design. McCranie & Associates provided a proposal in the amount of $57, 569.57. This item is placed on the agenda at the request of Deputy City Manager and City Engineer, Charles George.

FISCAL IMPACT: Funding is available in the Other Capital Improvements (ARPA) Fund, Improvements account, 3151000 56300 Project #23045.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-63.

Andre Desilet, Utilities Director	3/30/2023
Charles George, Interim City Manager	3/30/2023
Katie Newton, Legal Assistant	3/30/2023
Agnes White, Administrative Services Manager	4/3/2023
Pauline Testagrose, Comptroller	4/4/2023
Mark Foxworth, Interim City Manager	4/5/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Katie Newton, Legal Assistant — Date: March 24, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM THE CITY'S CCNA CONSULTANT MCCRANIE AND ASSOCIATES, INC. FOR WATER MAIN SEWER EXTENSION ON CLINCH DRIVE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Water Main Extension of approximately 5,000 linear feet of 8" diameter City Water Main along Cinch Drive is an approved project for the FY 2022-2023 budget; and

WHEREAS, the City of Fernandina Beach has solicited a proposal from McCranie & Associates, Inc., an approved 2021 Consultant Contract Negotiation Agreement (CCNA) Civil Engineering Consultant, to perform the Engineering and Design for extension; and

WHEREAS, McCranie & Associates provided a proposal in the amount of $57,569.57; and

WHEREAS, funding is available in the Other Capital Improvements (ARPA) Fund, Improvements account, 3151000 56300 Project #23045.

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 Engineering & Design Services Scope of Services, attached hereto as Exhibit A, totaling $57,569.57, to McCranie & Associates, Inc. for the water main extension on Clinch Drive.

SECTION 2. The Interim City Manager and City Clerk, upon review and approval of the City Attorney, are hereby authorized to execute any necessary documents for these professional services with McCranie & Associates, Inc.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

SCOPE OF SERVICES
8" WM along Clinch Dr
City of Fernandina Beach
Nassau County
Florida

The CONSULTANT (McCranie & Associates, Inc.) is retained by the CITY OF FERNANDINA BEACH, hereinafter called the CITY or COFB, to prepare construction plans for approximately 1 mile of 8" Water Main along Clinch Dr in Fernandina Beach, Nassau County, Florida.

I. PURPOSE:

This Scope of Services provides for the CONSULTANT to furnish Services as required for the project, for the design and construction of COFB's water facilities within the project limits.

II. SERVICES TO BE PROVIDED BY THE CONSULTANT:

A. Engineering Services

McCranie & Associates, Inc. (M&A), the CONSULTANT shall provide to the COFB the necessary design services for the design and construction of the following COFB facilities:

Water

- Construct approximately 5000 LF of 8" PVC WM. See Exhibit A.
- Locate water main services in the vicinity of Bonnieview Rd and south of Everglades Pvt Ln.

Meetings / Other Items

- Attend kickoff meeting with COFB.
- Submit Preliminary Design for review.
- Submit Final Design for review.
- Submit Construction Set and final item quantities.
- Assist COFB with DEP water permitting.

Post Design Services

- All Post Design services will be on an as-needed basis, and be charged according to the approved hourly rates.

III. CITY RESPONSIBILITIES:

No additional responsibilities are required for this Agreement.

IV. AUTHORIZATION OF SERVICES:

Services to be provided by the CONSULTANT will be initiated and completed as directed by the COFB.

V. SUMMARY OF FEES:

For a summary of contract fees, see Exhibit B attached hereto and made a part hereof.

VI. SCHEDULE

Upon the Notice to Proceed, Survey shall begin. Survey to be completed within 60 working days. Preliminary Design to be completed and submitted to City within 120 working days. Review to be completed by City within 20 working days from Preliminary Design submittal. Final Design Plans to be submitted within 60 days after all comments received by City.

EXHIBIT A

City of Fernandina Beach **10/16/2022**

Office of the City Engineer cgeorge@fbfl.org

Mr. Daniel McCranie, P.E.
McCranie & Associates, Inc
301 Centre Street
Fernandina Beach, Florida 32034

Subject: Request for Proposal for Engineering Services for the New Water Main on Clinch Drive

In accordance with the City's approved 2021-2023 Professional Services Continuing Contract in compliance with the State of Florida's consultants Competitive Negotiation Act, Chapter 287, the City of Fernandina Beach is requesting proposals from qualified Professional Engineering firms for the design of approximately 5,000 linear feet of an 8" dia. water main on Clinch Drive in Fernandina Beach, Florida. The new water main will loop existing facilities and provide service to unincorporated areas of the Nassau County service area. The scope of work for the Engineering Consultant is to consist of the surveying, Engineering and Design, development of construction plans and specifications suitable for solicitation of competitive bids and permitting through Nassau County and the Florida Department of Environmental Protection. Upon completion of the design work, the Consultant is to prepare an Opinion of Probable Construction Cost for the City.

The successful proposer is to perform all investigations, surveys, and field measurements necessary to perform the engineering and design. The Proposer's team members are to consist of Engineers and Consultants experienced in this type of project.

BID ASSISTANCE
The City will develop the Construction bid documents and manage the solicitation of bids with assistance from the Design firm as needed in the evaluation of the bids received.

CONSTRUCTION SERVICES
Upon award of a construction contract, the City may request a proposal from the Engineering Consultant for periodic observation services for the construction.

If you have any questions, please do not hesitate to call. We look forward to working with you on this project.

Charles L. George, P.E.
City Engineer

Cc: Andre Desilet

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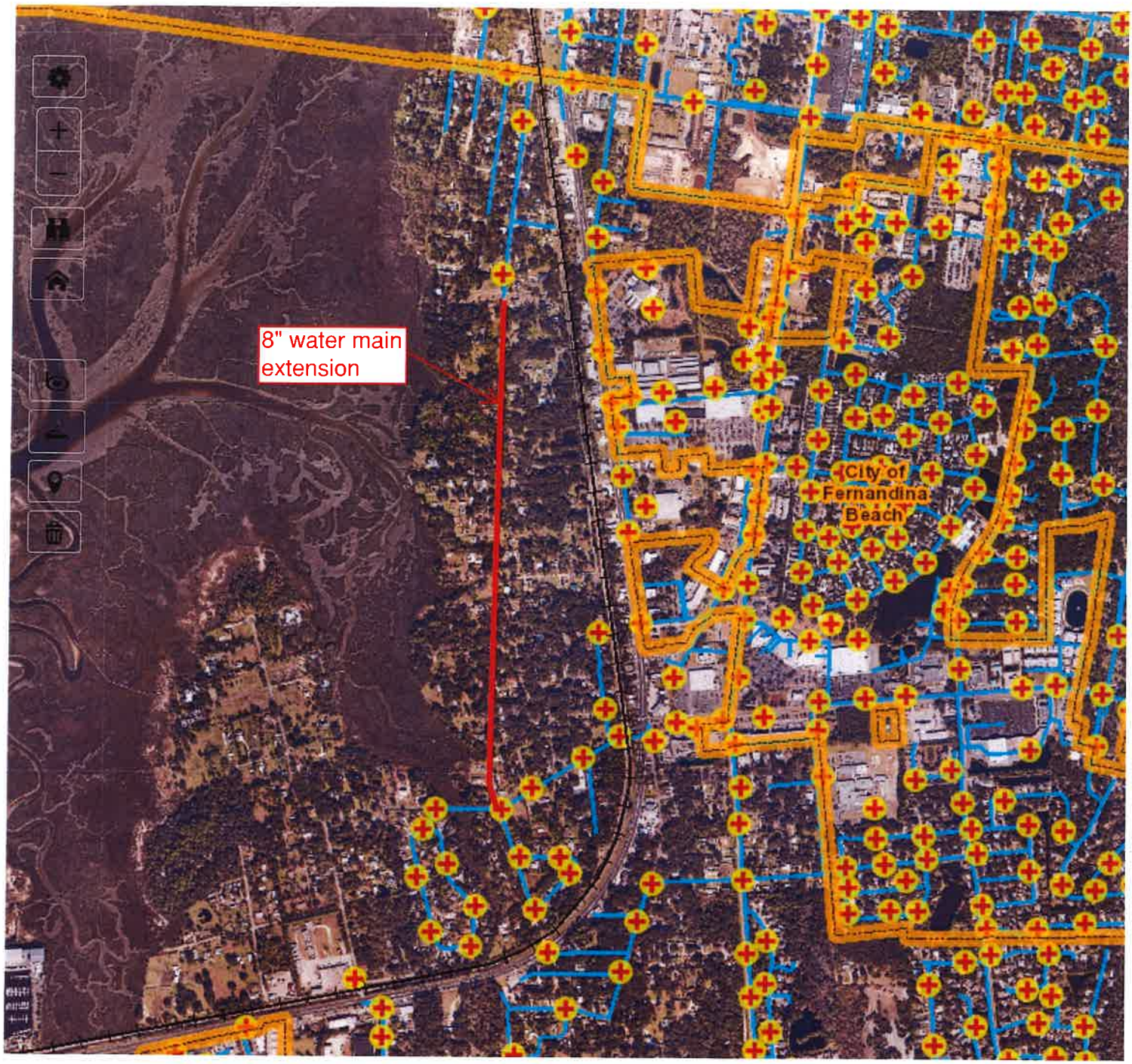

0.4km
1 Results 0.3mi

Proposed Water Main Extension Clinch Drive

Legend

Proposed Utility Type
- Forcemain
- Water Main
- Water Mains

FMLines
- 1.5
- 2
- 2.5
- 3
- 4
- 5
- 8
- 10
- 12
- 18
- 20
- 24
- Other

EXHIBIT B

8" WM Clinch Dr
City of Fernandina Beach
(Time in staff hours)

Description	Total Hours	Chief Engineer	Project Manager	Engineer Intern	Contract Coordinator
Preliminary design					
Kickoff Meeting (preparation, attendance, minutes)	**5**	*2*	*2*	*0*	*1*
Document Research	**5**	*2*	*2*	*1*	*0*
Preliminary design	**10**	*3*	*3*	*4*	*0*
Field review and survey coordination	**4**	*1*	*2*	*1*	*0*
Plans Preparation					*0*
Cover Sheet	**3**	*0*	*0*	*3*	*0*
General Notes Sheet	**6**	*2*	*2*	*2*	*0*
Summary of Quantities Sheet	**6**	*2*	*2*	*2*	*0*
Plan & Profile sheets (9 sheets)(20 hrs/sheet, includes all design efforts)	**180**	*60*	*40*	*80*	*0*
Estimating					
Quantities take-off	**12**	*4*	*4*	*4*	*0*
Cost Estimate - not included	**0**	*0*	*0*	*0*	*0*
Contract Documents					
Documents	**12**	*4*	*4*	*2*	*2*
Other					
Submittals	**8**	*2*	*4*	*2*	*0*
Permitting assistance with City	**8**	*4*	*4*	*0*	*0*
Meetings	**4**	*2*	*2*	*0*	*0*
Coordination with Nassau County	**12**	*4*	*4*	*4*	*0*
QA/QC (5%)	**13**	*9*	*4*	*0*	*0*
Post Design Services - to be paid on an as neeed basis	**0**	*0*	*0*	*0*	*0*

			Approved Loaded Rate	Hours	Cost
Chief Engineer			$ 201.03	101.00	$ 20,304.03
Project Manager			$ 241.16	79.00	$ 19,051.64
Engineer Intern			$ 104.18	105.00	$ 10,938.90
Contract Coordinator			$ 67.02	3.0	
SUB-TOTAL				288.0	$ 50,294.57

SURVEY					
MANZIE & DRAKE					$ 7,275.00
TOTAL					$ 57,569.57

MANZIE & DRAKE LAND SURVEYING

AUTHORIZATION FOR PROFESSIONAL SERVICES

DATE: March 20, 2023

PROJECT NAME: Clinch Drive
Proposed Water Main Extension – Clinch Drive
From Bonnieview Road North (+/- 5200 ft)

CLIENT: McCranie & Associates
Attn. Dan McCranie
629 South 8th Street
Fernandina Beach, Fl 32034

Client hereby requests and authorizes Manzie & Drake Land Surveying to perform the following services:

SCOPE: Engineering Route Survey of Clinch Drive from Bonnieview Road North approx. 1 mile.

- Topographic information edge of pavement to right-of-way line (one side of road)
- Locate all driveways, trees, above ground utilities, evidence of underground utilities, drainage structures, sanitary structures with inverts and above ground improvements within right-of-way.

COMPENSATION:
$1200 per field crew day * 5 days = $6,000
$85 per office hour * 15 hours = $1,275
Total = $7,275

COMMENTS: Work can be complete within 4-6 weeks.

Services covered by this authorization shall be performed in accordance with the provisions stated on the back of this form. In some cases, provisions may be attached.

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

The Scope of Services and Contract Fee is approved by:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation

_____
City Manager

McCRANIE & ASSOCIATES.
CONSULTANT

By: _____
Daniel McCranie

Title: *Vice President*

Approved as to Form and Legality:

_____
Tammi Bach, City Attorney

_____
Caroline Best, City Clerk

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE

CITY OF FERNANDINA BEACH, FLORIDA

CONTINUING CONTRACT

This AGREEMENT made on the 28 day of December, 2021 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, **McCranie & Associates, Inc.** whose address is 301 Centre Street, Suite 200 Fernandina Beach, FL 32034, ("CONSULTANT").

For the consideration hereinafter set forth, **McCranie & Associates, Inc,** hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in Exhibit "A" - Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT (CONTINUING CONTRACT)

The CITY enters into this AGREEMENT in accordance with all the procedures of the Consultants' Competitive Negotiation Act, Sec. 287.055, Fla. Stats. ("CCNA"). The CITY issued Request for Qualifications 2018-18 on July 13, 2018. The CITY qualified the CONSULTANT using an evaluation committee process. The CONSULTANT understands and agrees that this AGREEMENT is defined as a "continuing contract" under the CCNA and is non-exclusive. A "continuing contract" under CCNA is for professional services provided to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed $4 Million or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000. This AGREEMENT provides a termination clause in subsection 4(M) below.

A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONSULTANT fees as defined in the purchase or task order. The CONSULTANT's fees shall be based on one of the following as requested by the City of Fernandina Beach and as determined in each purchase or task order:

1. Lump Sum Method - Wherein the City of Fernandina Beach shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of the CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.

2. Standard Hourly Rate Method (Time and Material Not to Exceed) - Wherein the City of Fernandina Beach shall pay the CONSULTANT the agreed upon hourly rates for time actually engaged on the work covered by this agreement.

3. Other methods of payment as agreed to by both parties and as described in the purchase or task order.

B. Direct Project Expenses

Charges for printing, reproduction, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT's and employee's automobiles will be charged in accordance with the CONSULTANT's standard rates as determined in each purchase or task order.

C. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Fernandina Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee, unless authorized by the City of Fernandina Beach in writing.

D. Standard Hourly-Rate--Definition

The CONSULTANT's standard hourly and overtime rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders. The CONSULTANT's hourly rates will be negotiated for each individual task order, and will be applicable through the duration of the task or purchase order.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The CONSULTANT shall submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The CONSULTANT shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide to the CONSULTANT the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The CONSULTANT will not begin work on any of the services listed in Article I and Exhibit "A" until issuance of a Notice to Proceed by the City.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the CONSULTANT all technical data in the City of Fernandina Beach's possession, including previous plans, studies, analytical data, maps, surveys, borings, and

other information required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT.

C. Cost Estimating

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT's cost estimates.

D. Suspension of Work

If any services covered by this agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall pay the CONSULTANT for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

E. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twelve (12) month period from the date of execution of any purchase order or task order, the CONSULTANT may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

F. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

G. Ownership of Documents

If applicable, the drawings, specifications, reports, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the City's reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

H. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and

00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. Force Majeure

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

J. Approval of Changes

The City of Fernandina Beach must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

K. Authorized Representative

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONSULTANT and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the CONSULTANT and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or his designee.

L. Construction Phase Services (if applicable)

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by purchase order or task order, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a purchase order or task order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Fernandina Beach against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Fernandina Beach reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

M. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONSULTANT shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the CONSULTANT.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the CONSULTANT, must be approved in writing by the City of Fernandina Beach. If such additional costs are not authorized by the City of Fernandina Beach in writing, no payment for such additional costs shall be made.

SubCONSULTANTs

Charges for the services of outside CONSULTANTs and specialists (hereinafter called SUBCONSULTANTS) are as follows:

1. Labor Services - The labor services of approved SubCONSULTANTs, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.

2. Out of Scope Expertise - The services of approved SubCONSULTANTs, including but not limited to construction managers, engineers and architects, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.

3. Approval - The use of any SubCONSULTANT, professional service or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubCONSULTANTs or specialists may be retained by the CONSULTANT.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Fernandina Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Fernandina Beach will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT's services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT's services, those services identified as City responsibilities in the Scope of Services.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANTs as City of Fernandina Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

The parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to indemnify and hold harmless the City, its commissioners, mayor, officers and employees, from and against liability and reasonable expense, including reasonable attorney's fees, in connection with claims, demands, damages, actions, causes of action, and suits, 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 CONSULTANT, its agents, officers, contractors, subcontractors, employees, or anyone else employed by the CONSULTANT in the performance of this Agreement. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT 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.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, 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.

B. CONSULTANT's Status as an Independent Contractor

That status of the CONSULTANT under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

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

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subCONSULTANTs and their subcontractors and suppliers.

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

D. CONSULTANT's Insurance

The CONSULTANT shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall the CONSULTANT allow any SubCONSULTANT to commence work under this agreement until all similar insurance required of the SubCONSULTANT has been so obtained.

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

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary for the additional insureds stated above. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

E. Loss Deductible

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

F. SubCONSULTANT's Insurance

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

G. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;

- Statement that the insurer will endeavor to mail notice to the City of Fernandina Beach and will mail a copy to the CONSULTANT at least thirty (30) days prior to any cancellation, or non-renewal of the policy, a 10-day notice applies in the event of cancellation due to non-payment of premium;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the CONSULTANT and all subcontractors/subCONSULTANTs shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

H. Workers' Compensation Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all their employees connected with work under this agreement, and in the event any work is subcontracted, the CONSULTANT shall require the SubCONSULTANT similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

I. Liability Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  – Minimum Coverage is $1,000,000 per occurrence
  – Coverage shall include premises, operations, products, completed operations, independent contractors, Insured Contracts coverage, broad form property damage coverage, personal injury and bodily injury.
  – If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
  – Minimum Coverage is $1,000,000 per occurrence
  – Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

J. Professional Liability Insurance

During the term of this agreement and if specifically requested by City, the CONSULTANT will carry Errors and Omission insurance which will cover liability for negligent acts, errors or omissions, caused by the CONSULTANT. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the CONSULTANT for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the CONSULTANT shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

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

C: Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's Fees and Costs

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

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or

unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

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

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation

Mark K Foxworth 03-24-2023

Dale L. Martin, City Manager

Mark K. Foxworth, Interim City Manager

Approved as to Form and Legality:

Tammi Bach, City Attorney

Caroline Best

Caroline Best, City Clerk

McCRANIE & ASSOCIATES.
CONSULTANT

By: _____

Daniel McCranie

Title: Vice President

WITNESS:

Name: _____

Sign: _____

*Agreement was approved via Resolution 2021-173 in December 2021; however, signed agreement was not received until March 2023.

Exhibit A

Consultant	Job Classification	Unit Rate ($/hr)
McCranie & Associates	Chief Engineer	$ 201.03
McCranie & Associates	Contract Coordinator	$ 67.02
McCranie & Associates	Senior Engineer	$ 147.42
McCranie & Associates	Engineering Intern	$ 104.18
McCranie & Associates	Project Manager	$ 241.16
McCranie & Associates	Designer	$ 93.60

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-64
Award of Invitation to Bid (ITB) 23-05

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-64.

SYNOPSIS: The City of Fernandina Beach has solicited bids through Invitation to Bid (ITB) 23-05 from Contractors to perform the design, fabrication, and installation of three security gates on the floating dock "E", the Attenuator ADA gangway, and the gangway adjacent to the Marina Office.

On March 23, 2023, the City received two bids for this work. Hayward Construction Group, LLC, provided the responsive bid of $10,163.00 for all three gates, with a completion time of 30 calendar days. The other bidder submitted a price of $9,400 for only Gate 1 and did not submit a price for the other two gates and specified a completion time of 98 calendar days. City staff have reviewed the submittals and believe Hayward Construction Group, LLC has provided the most responsive price and schedule and recommend approval of a contract. This item is placed on the agenda at the request of Deputy City Manager and City Engineer, Charlie George.

FISCAL IMPACT: Funding is available in the Marina Fund Building account, 480 56200 for Project #23034.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-64.

Charles George, Interim City Manager	3/30/2023
Katie Newton, Legal Assistant	3/31/2023
Agnes White, Administrative Services Manager	4/3/2023
Pauline Testagrose, Comptroller	4/4/2023
Mark Foxworth, Interim City Manager	4/5/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Katie Newton, Legal Assistant — Date: March 24, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING ITB#23-05 TO HAYWARD CONSTRUCTION GROUP FOR THE FABRICATION AND INSTALLATION OF THREE SECURITY GATES AT THE MARINA; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has solicited bids through ITB#23-05 from Contractors to perform the design, fabrication, and installation of three security gates on the floating dock "E", the Attenuator ADA gangway, and the gangway adjacent to the Marina Office; and

WHEREAS, on March 23, 2023, the City received two bids for this work. Hayward Construction Group, LLC, provided the responsive bid of $10,163.00 for all three gates, with a completion time of 30 calendar days. The other bidder submitted a price of $9,400 for only Gate 1 and did not submit a price for the other two gates and specified a completion time of 98 calendar days; and

WHEREAS, City staff have reviewed the submittals and believe Hayward Construction Group, LLC has provided the most responsive price and schedule and recommend approval of a contract; and

WHEREAS, funding is available in the Marina Fund Building Account, 480 56200 Project #23034.

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 #23-05, Marina Security Gates Fabrication and Installation to Hayward Construction Group, LLC.

SECTION 2. The Interim City Manager and City Clerk, upon review and approval of the City Attorney, are hereby authorized to execute all documentation pertaining to award of a contract to Hayward Construction Group, LLC.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids from qualified Marina Dock Security Gate Contractors for the FABRICATION AND INSTALLATION OF SECURITY GATES ON DOCKS D AND E, at the City of Fernandina Beach Marina, located at 1 North Front Street in Fernandina Beach, Florida**.**

The City will receive sealed bid submittals at the location stated below not later than **2:00pm, March 16, 2023.**

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Bidder to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the 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.

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

The original ITB submittal (**1 original, 3 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB 23-03** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB 23-03**
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 must be submitted on the specified "**Bid Pricing Sheet"**, hereto attached as "**Exhibit A-1**". The person signing the form must have the authority to bind the bidder to the Submittal. All information on the **"Bid Pricing Form"** form must be provided, or the submittal may not be accepted.

The sealed bid submittal must be accompanied by a **"Contact Form",** herein provided as **"Exhibit 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", "Federal Requirements for ARPA Funds",** herein provided as **"Exhibit I".**

CONTRACTOR SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the bid submittal.

An example of the City of Fernandina Beach contract is included.

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

SCOPE OF WORK

The City of Fernandina Beach is requesting a submittal for the fabrication and installation of three marina dock security gates at the City's Municipal Marina in downtown Fernandina Beach on the Amelia River. The gates are to be as shown on the attached drawings to include two 5 ft wide gates and one 4 ft wide gate.

The gates are to contain lever handle opening hardware and are to be fabricated with marine grade aluminum T6-6061 welded aluminum structural members. The submittals should include gate style, size and configuration. Bid price for the gates shall include fabrication, delivery and installation.

Exact final location of each gate will be coordinated with the marina staff.

SAFETY

The Contractor shall provide all necessary barricades and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall provide all necessary tarps and other measures to protect landscaping. The Contractor shall at all times guard against damage or loss of City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

Any exclusions regarding the installation proposed by the bidder must be expressly stipulated in the bid submittal.

The City shall be the judge of its own best interests, the bids, and the resulting Contract. An award may be made to the most responsive and responsible submittal determined to be the most advantageous to the City.

AWARD

Award recommendation will be to the most responsive and responsible bid submittal offering the best value to the City of Fernandina Beach. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all bid submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

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BID PACKAGE

Request for Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the ITB package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

Bidders are hereby put on notice that no contact will 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 DemandStar at www.demandstar.com. 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 submittal and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the bid submittal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
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GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID –** INVITATION TO BID will be prepared in accordance with the following:
   a. The Contact Form, attached hereto as "Exhibit A", and Bid Pricing Form, attached hereto as "Exhibit A-1" must be used when submitting your BID.
   b. All information required by the Contact Sheet and Bid Pricing Sheet must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
   c. 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.
   d. Bidders must 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 Bid submitter 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*.
   e. Bidders are encouraged to submit sufficient references and experience relative to the proposed project and any other relative documents that demonstrate the capabilities, resumes, and experience of the Bidder to perform the scope of work specified, however, this information should be limited to a maximum of 15 pages.
   f. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   g. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
   h. Deliveries are to be made during regular business hours.
   i. Bids and Bid prices must be valid for a minimum of ninety (90) days, unless otherwise stated In the INVITATION TO BID.

2. **SUBMISSION OF BID**
   a. Bid submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed on the Bid Form. The name and address of the Submitter, the date and hour of the Invitation to Bid opening and the material or service must be placed on the outside of the envelope.
   b. Bids must be submitted on the forms furnished. Electronic submittals will not be considered.

3. REJECTION OF PROPOSAL

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 will be the sole judge of the submittals. The City's decision will 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. Bids 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.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Bidders must 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 BID

a. The Invitation to Bid will be awarded to the most responsive and responsible bid submittal 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 will result in a binding contract without further action by either party.
d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with two one-year renewals possible based on the mutual consent of the parties.
e. Upon award, the Contractor will be required to complete/execute the City's Contract and General Conditions. 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 will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID

9. 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.

10. 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.

11. QUESTIONS

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

12. 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 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 must, 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, will mean and include Subcontractor 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:

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 and 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, and 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 doing 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) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) dollars minimum per occurrence.

E. During the term of this agreement, (if applicable) the CONTRACTOR 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. The amount of insurance must not be less than One Million ($1,000,000) Dollars per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR
Whose insurance contains such provision(s) must 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 Consultant at its sole expense must furnish to the Owner and Consultant (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of Consultant] and

(your company) to be named as Loss Payees and will 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 must each contain the following wording verbatim: "[Name of Owner], [Name of Consultant] , 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 renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of Consultant] and [Name and address of your company] by certified mail-return receipt requested ."

I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The CONTRACTOR must file certificates of insurance prior to the commencement of work with the Owner and the Consultant which will be subject to the Owner, and CONTRACTOR (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 must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [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 Subconsultant, however, the retained Subcontractor

must be required to maintain limits of liability of not less than One Million ($1,000,000) 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.

13. PAYMENT

Payment due hereunder must be made by the City to CONTRACTOR in accordance with the Florida Prompt Payment Act.

14. BID PROTESTS

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

15. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR may not participate in the proposal if CONTRACTOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, https://www.sam.gov/portal/SAM/. CONTRACTOR must include copy of search results with bid or proposal.

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. CONTRACTOR must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must 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

EXHIBITS

EXHIBIT "A" **Contact Form**

EXHIBIT "A-1" **Bid Pricing 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**

EXHIBIT "I" **Federal Requirements for ARPA Funds**

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EXHIBIT "A"

CONTACT FORM

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____**Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "A-1"

BID PRICING FORM

The undersigned, having carefully examined the Contract Documents hereby offer and agree to furnish all labor, materials, supervision and equipment necessary to the perform the Fabrication and Installation of Marina Security Gates D and E in accordance with the proposed contract documents, without exception for the following:

Security Gate 1 – Fabrication and Installation Marina Office Platform 5Wx6H TOTAL$_____

Security Gate 2 – Fabrication and Installation ADA Gangway 5Wx6H TOTAL$_____

Security Gate 3 – Floating Dock "E" 4Wx6H (1) TOTAL $_____

TOTAL FABRICATION AND INSTALLATION ALL GATES TOTAL$_____

Approximate completion of Total Scope of Work from Notice to Proceed _____ calendar days

Name (typed or printed): _____

Signature _____
Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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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, must 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 must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

____ 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 CONTRACTOR 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 CONTRACTOR list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted CONTRACTOR 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/CONTRACTOR certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business must:

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

As the person authorized to sign this statement, I Certify that this CONTRACTOR 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/CONTRACTOR acknowledges and agrees to the following:

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

1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the CONTRACTOR to perform work pursuant to the contract with the Department.

Individual/Company/CONTRACTOR: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

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, contractor or vendor 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

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

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 not 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

_____
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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

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 bid submittal and of all pertinent circumstances respecting such submittal;
2. Such Bid submittal is genuine and is not a collusive or sham submittal;
3. Neither the said CONTRACTOR 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 Submitter, CONTRACTOR or person to submit a collusive or sham Submittal 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 Submitter, CONTRACTOR , or person to fix the price or prices in the attached proposal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the of any other Submitter, 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 bid submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter 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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must 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

Y OF FERNANDINA BEACH ITB OPENING TA

ITB 23-05

ITB Name: MARINA SECURITY GATES FABRICATION AND INSTALLATION

Attended by: **Charlie George, Wanda Weaks**

DATE/TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT - SECURITY GATE 1	BID AMOUNT - SECURITY GATE 2	BID AMOUNT - SECURITY GATE 3	BID AMOUNT - TOTAL FABRICATION AND INSTALL	EXHIBITS A-H	BOND
03/16/2023 11:18AM	Hayward Const Group, Jacksonville, FL	$ 3,625.00	$ 3,413.00	$ 3,125.00	$ 10,163.00	√	-
3/23/2023 11:07AM	Technology International, Inc, Lake Mary, FL	$ 9,400.00	$ -	$ -	$ 9,400.00	√	-

submittals as they were opened and announced at the opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "A"

CONTACT FORM

Name: Hayward Construction Group, LLC

Federal Taxpayer ID: 20-5112528

Mailing Address: 12058 San Jose Boulevard, Suite #803

City, State, & Zip Code: Jacksonville, FL 32223

Telephone: 904-886-7122 **Fax:** 904-886-7992

Email: haywardconstruct@bellsouth.net

Submitted By: Kathleen Hayward

Title: Managing Member

Accounting Contact:

Name: Kathleen Hayward **Title:** Mgrm

Email Address: haywardconstruct@bellsouth.net **Phone:** 904-886-7122

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "A-1"

BID PRICING FORM

The undersigned, having carefully examined the Contract Documents hereby offer and agree to furnish all labor, materials, supervision and equipment necessary to the perform the Fabrication and Installation of Marina Security Gates D and E in accordance with the proposed contract documents, without exception for the following:

Security Gate 1 – Fabrication and Installation Marina Office Platform 5Wx6H TOTAL$ 3,625.00

Security Gate 2 – Fabrication and Installation ADA Gangway 5Wx6H TOTAL$ 3,413.00

Security Gate 3 – Floating Dock "E" 4Wx6H (1) TOTAL $ 3,125.00

TOTAL FABRICATION AND INSTALLATION ALL GATES TOTAL$ 10,163.00

Approximate completion of Total Scope of Work from Notice to Proceed 30 calendar days

Name (typed or printed): Kathleen Hayward

Signature Kathleen Hayward

Title: Mgrm

(CORPORATE SEAL)

Attest Kathleen Hayward / Mgrm

Date of Qualification to do business in Florida is 06 / 14 /2006.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

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 23-05.

2. This sworn statement is submitted by (entity) Hayward Construction Group, LLC whose business address is 12058 San Jose Boulevard, #803, Jacksonville, FL 32223 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5112528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Kathleen Hayward and my relationship to the entity named above is Managing Member.

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, must 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 must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted CONTRACTOR 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 CONTRACTOR list. (Please attach a copy of the final order.)

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

Kathleen Howard 3/16/23
Signature Date:

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of March, 2023, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: _____

REBECCA RUSH
Notary Public, State of Florida
My Comm. Expires 07/12/2025
Commission No. HH133691

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Hayward Construction Group, LLC

CITY: Jacksonville STATE: FL ZIP CODE: 32223

SIGNATURE: Kathleen Hayward PHONE: 904-886-7122

NAME (TYPED OR PRINTED): Kathleen Hayward TITLE: Mgrm

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB23-05

Project Description: Fabrication & installation of (3) marina dock security gates at the City's Municipal Marina in downtown Fernandina Beach on the Amelia River.

I/CONTRACTOR acknowledges and agrees to the following:

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

1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the CONTRACTOR to perform work pursuant to the contract with the Department.

Individual/Company/CONTRACTOR: Hayward Construction Group, LLC

Authorized Signature: Kathleen Hayward

Title: Managing Member

Date: 3/16/23

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

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, contractor or vendor 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: Kathleen Hayward Title: Mgrm

Signature: Kathleen Hayward Date: 3/16/23

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 23-05

This sworn statement is submitted by (entity) Hayward Construction Group, LLC whose business address is 12058 San Jose Boulevard, #803, Jacksonville, FL 32223 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5112528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kathleeen Hayward and my relationship to the entity named above is Managing Member.

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 not 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

Kathleen Hymel 3/16/23
Signature Date:

STATE OF FLORIDA
COUNTY OF DUVAL
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of March, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____
Notary Signature

REBECCA RUSH
Notary Public, State of Florida
My Comm. Expires 07/12/2025
Commission No. HH133691

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for ITB 23-05.

This sworn statement is submitted by (entity) Hayward Construction Group, LLC whose business address is 12058 San Jose Boulevard, #803, Jacksonville, FL 32223 and (if applicable) Federal Employer Identification Number (FEIN) is 20-5112528 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Kathleen Hayward and my relationship to the entity named above is Managing Member.

1. The above named is fully informed respecting the preparation and contents of the attached bid submittal and of all pertinent circumstances respecting such submittal;
2. Such Bid submittal is genuine and is not a collusive or sham submittal;
3. Neither the said CONTRACTOR 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 Submitter, CONTRACTOR or person to submit a collusive or sham Submittal 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 Submitter, CONTRACTOR , or person to fix the price or prices in the attached proposal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the of any other Submitter, 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 bid submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Kathleen Hayward 3/16/23
Signature Date:

STATE OF FLORIDA
COUNTY OF DUVAL
PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 16th day of March, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: _____
Notary Signature

REBECCA RUSH
Notary Public, State of Florida
My Comm. Expires 07/12/2025
Commission No. HH133691

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Hayward Construction Group, LLC — 3/16/23
Firm — Date

Kathleen Hayward
Authorized Signature

Kathleen Hayward, Mrgm
Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids from qualified Marina Dock Security Gate Contractors for the FABRICATION AND INSTALLATION OF SECURITY GATES ON DOCKS D AND E, at the City of Fernandina Beach Marina, located at 1 North Front Street in Fernandina Beach, Florida**.**

The City will receive sealed bid submittals at the location stated below not later than **2:00pm, March 16, 2023.**

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Bidder to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the 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.

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

The original ITB submittal (**1 original, 3 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB 23-03** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB 23-03**
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 must be submitted on the specified "**Bid Pricing Sheet"**, hereto attached as "**Exhibit A-1**". The person signing the form must have the authority to bind the bidder to the Submittal. All information on the **"Bid Pricing Form"** form must be provided, or the submittal may not be accepted.

The sealed bid submittal must be accompanied by a **"Contact Form",** herein provided as **"Exhibit 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", "Federal Requirements for ARPA Funds",** herein provided as **"Exhibit I".**

CONTRACTOR SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the bid submittal.

An example of the City of Fernandina Beach contract is included.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

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

SCOPE OF WORK

The City of Fernandina Beach is requesting a submittal for the fabrication and installation of three marina dock security gates at the City's Municipal Marina in downtown Fernandina Beach on the Amelia River. The gates are to be as shown on the attached drawings to include two 5 ft wide gates and one 4 ft wide gate.

The gates are to contain lever handle opening hardware and are to be fabricated with marine grade aluminum T6-6061 welded aluminum structural members. The submittals should include gate style, size and configuration. Bid price for the gates shall include fabrication, delivery and installation.

Exact final location of each gate will be coordinated with the marina staff.

SAFETY

The Contractor shall provide all necessary barricades and signage and take necessary precautions to protect buildings, general public and Contractor personnel. The Contractor shall provide all necessary tarps and other measures to protect landscaping. The Contractor shall at all times guard against damage or loss of City property or the general public and shall be held responsible for replacing or repairing any loss or damage to the satisfaction of The City of Fernandina Beach.

Any exclusions regarding the installation proposed by the bidder must be expressly stipulated in the bid submittal.

The City shall be the judge of its own best interests, the bids, and the resulting Contract. An award may be made to the most responsive and responsible submittal determined to be the most advantageous to the City.

AWARD

Award recommendation will be to the most responsive and responsible bid submittal offering the best value to the City of Fernandina Beach. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all bid submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

BID PACKAGE

Request for Bid Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the ITB package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

Bidders are hereby put on notice that no contact will 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 DemandStar at www.demandstar.com. 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 submittal and must be acknowledged by attaching a copy of the Addendum, signed by an authorized representative of the person or company submitting the bid. Failure to do so may disqualify the bid submittal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
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GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID –** INVITATION TO BID will be prepared in accordance with the following:
   a. The Contact Form, attached hereto as "Exhibit A", and Bid Pricing Form, attached hereto as "Exhibit A-1" must be used when submitting your BID.
   b. All information required by the Contact Sheet and Bid Pricing Sheet must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
   c. 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.
   d. Bidders must 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 Bid submitter 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*.
   e. Bidders are encouraged to submit sufficient references and experience relative to the proposed project and any other relative documents that demonstrate the capabilities, resumes, and experience of the Bidder to perform the scope of work specified, however, this information should be limited to a maximum of 15 pages.
   f. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   g. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
   h. Deliveries are to be made during regular business hours.
   i. Bids and Bid prices must be valid for a minimum of ninety (90) days, unless otherwise stated In the INVITATION TO BID.

2. **SUBMISSION OF BID**
   a. Bid submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed on the Bid Form. The name and address of the Submitter, the date and hour of the Invitation to Bid opening and the material or service must be placed on the outside of the envelope.
   b. Bids must be submitted on the forms furnished. Electronic submittals will not be considered.

3. REJECTION OF PROPOSAL

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 will be the sole judge of the submittals. The City's decision will 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. Bids 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.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Bidders must 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 BID

a. The Invitation to Bid will be awarded to the most responsive and responsible bid submittal 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 will result in a binding contract without further action by either party.
d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with two one-year renewals possible based on the mutual consent of the parties.
e. Upon award, the Contractor will be required to complete/execute the City's Contract and General Conditions. 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 will not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID

9. 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.

10. 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.

11. QUESTIONS

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

12. 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 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 must, 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, will mean and include Subcontractor 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:

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 and 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, and 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 doing 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) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) dollars minimum per occurrence.

E. During the term of this agreement, (if applicable) the CONTRACTOR 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. The amount of insurance must not be less than One Million ($1,000,000) Dollars per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR
Whose insurance contains such provision(s) must 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 Consultant at its sole expense must furnish to the Owner and Consultant (your company) Certificates of Insurance and other required documentation evidencing the following coverage which will provide for the interests of [Name of Owner] , [Name of Consultant] and

(your company) to be named as Loss Payees and will 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 must each contain the following wording verbatim: "[Name of Owner], [Name of Consultant] , 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 renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of Consultant] and [Name and address of your company] by certified mail-return receipt requested ."

I. The amount of insurance contained in the aforementioned insurance coverages will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The CONTRACTOR must file certificates of insurance prior to the commencement of work with the Owner and the Consultant which will be subject to the Owner, and CONTRACTOR (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 must contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [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 Subconsultant, however, the retained Subcontractor

must be required to maintain limits of liability of not less than One Million ($1,000,000) 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.

13. PAYMENT

Payment due hereunder must be made by the City to CONTRACTOR in accordance with the Florida Prompt Payment Act.

14. BID PROTESTS

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

15. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR may not participate in the proposal if CONTRACTOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, https://www.sam.gov/portal/SAM/. CONTRACTOR must include copy of search results with bid or proposal.

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. CONTRACTOR must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must 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

EXHIBITS

EXHIBIT "A" **Contact Form**

EXHIBIT "A-1" **Bid Pricing 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**

EXHIBIT "I" **Federal Requirements for ARPA Funds**

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "A"

CONTACT FORM

Name: Technology International, Inc.

Federal Taxpayer ID: 650342335

Mailing Address: 1331 South International Parkway, Suite 2251,

City, State, & Zip Code: Lake Mary, Florida 32746

Telephone: 407-359-2373 **Fax:** 407-359-2372

Email: tii@tii-usa.com

Submitted By: Rifat Habib

Title: Business Development Exec.

Accounting Contact:

Name: Rifat Habib **Title:** Business Development Exec.

Email Address: tii@tii-usa.com **Phone:** 407-359-2373

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
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EXHIBIT "A-1"

BID PRICING FORM

The undersigned, having carefully examined the Contract Documents hereby offer and agree to furnish all labor, materials, supervision and equipment necessary to the perform the Fabrication and Installation of Marina Security Gates D and E in accordance with the proposed contract documents, without exception for the following:

Security Gate 1 – Fabrication and Installation Marina Office Platform 5Wx6H TOTAL$ 9,400.00

Security Gate 2 – Fabrication and Installation ADA Gangway 5Wx6H TOTAL$ 0

Security Gate 3 – Floating Dock "E" 4Wx6H (1) TOTAL $ 0

TOTAL FABRICATION AND INSTALLATION ALL GATES TOTAL$ 9,400.00

Approximate completion of Total Scope of Work from Notice to Proceed 98 calendar days

***Please see our Equipment Proposal TII/FL/0323/27111 attached.

Name (typed or printed): Rifat Habib

Signature _____

Title: Business Development Exec.

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is 09 / 12 / 2022.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
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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 Security Gates Fabrication.

2. This sworn statement is submitted by (entity) Technology International, Inc. whose business address is Lake Mary, Florida 32746 and (if applicable) Federal Employer Identification Number (FEIN) is 650342335 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Rifat Habib and my relationship to the entity named above is Busienss Development Exec

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, must 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 must be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

   ____ The person or affiliate was placed on the convicted CONTRACTOR 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 CONTRACTOR list. (Please attach a copy of the final order.)

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

03/21/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Seminole

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 21 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Notary Public State of Florida
Mohammed Shajiullah Habib
My Commission HH 317074
Expires 10/15/2026

Notary Public
My Commission expires: 10/15/26

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

COMPANY: Technology International, Inc.

CITY: Lake Mary STATE: Florida ZIP CODE: 32746

SIGNATURE: _____ PHONE: 407-359-2373

NAME (TYPED OR PRINTED): Rifat Habib TITLE: Business Development Exec.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: ITB 23-05

Project Description: Marina - Security Gates Fabrication and Installation Docks D and E

I/CONTRACTOR acknowledges and agrees to the following:

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

1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the CONTRACTOR to perform work pursuant to the contract with the Department.

Individual/Company/CONTRACTOR: Technology International, Inc.

Authorized Signature:

Title: Business Development Exec.

Date: 03/21/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
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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, contractor or vendor 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: Rifat Habib Title: Business Development Exec.

Signature: _____ Date: 03/21/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Security Gates Fabrication

This sworn statement is submitted by (entity) Technology International, Inc. whose business address is Lake Mary, Florida 32746 and (if applicable) Federal Employer Identification Number (FEIN) is 650342335 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Rifat Habib and my relationship to the entity named above is Business Development Exec.

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 not 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.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

03/21/2023

Signature Date:

STATE OF FLORIDA
COUNTY OF Seminole

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 21 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 10/15/26

Notary Public State of Florida
Mohammed Shajiullah Habib
My Commission HH 317074
Expires 10/15/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Security Gates Fabrication

This sworn statement is submitted by (entity) Technology International, Inc. whose business address is Lake Mary, Florida 32746 and (if applicable) Federal Employer Identification Number (FEIN) is 650342335 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Rifat Habib and my relationship to the entity named above is Business Development Exec.

1. The above named is fully informed respecting the preparation and contents of the attached bid submittal and of all pertinent circumstances respecting such submittal;
2. Such Bid submittal is genuine and is not a collusive or sham submittal;
3. Neither the said CONTRACTOR 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 Submitter, CONTRACTOR or person to submit a collusive or sham Submittal 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 Submitter, CONTRACTOR , or person to fix the price or prices in the attached proposal or any other Submitter, or to fix any overhead, profit or cost element of the submittal price or the of any other Submitter, 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 bid submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Submitter or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Date: 03/21/2023

STATE OF FLORIDA
COUNTY OF Seminole

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 21 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Notary Signature

My Commission expires: 10/15/26

Notary Public State of Florida
Mohammed Shajiullah Habib
My Commission HH 317074
Expires 10/15/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALLATION DOCKS D AND E

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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 must be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

Technology International Inc. — Firm
03/21/2023 — Date

Authorized Signature
Rifat Habib Business Development Exec. — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

ITB 23-05 MARINA SECURITY GATES FABRICATION AND INSTALL DOCKS D AND E

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Technology International, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Rifat Habib Business Development Exec.

Printed Name and Title of Contractor's Authorized Official

03/21/2023

Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ _____**Print Name:** _ _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant 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: 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 consideration 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

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 contract or with any of the said rules, regulations, or orders, this contract 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) and the provisions of paragraphs (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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers 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 or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	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 must 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 non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	24 CFR §135.38

	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Technology International, Inc.
1331 South International Pkwy, Suite 2251
Lake Mary, FL 32746
Tel: (407) 359-2373
Fax: (407) 359-2372
E-mail: tii@tii-usa.com
Website: www.tii-usa.com

Equipment Proposal

Description: Marina - Security Gates Fabrication and Installation Docks D and E

Bid #: ITB 23-05

Attention: City Clerk's Office
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

TII Ref: **TII/FL/0323/27111**

Date: 03/21/2023

In response to your quote request for Marina - Security Gates Fabrication and Installation Docks D and E, Technology International, Inc. is pleased to submit the following for consideration:

ITEM NO.	QTY	DESCRIPTION/ MODEL NO.
1	1	Fabricate and install 3 pedestrian gates. Each gate to be made per drawing. Each gate will have lever handle opening hardware and will be fabricated from T6-6061 Aluminum. 2 gates are 5 ft wide and 1 is 4 ft wide and all 3 are 6 ft tall.
See attached data sheets		
Total……$9,400.00		

Warranty: Manufacturer's standard warranty applies. One year from date of acceptance against defects in material and Workmanship.

Delivery:

- Estimated delivery is **14 Weeks** after receipt of order and approved submittal.
- *Please note, due to COVID-19 there may be unanticipated disruptions and delays in the supply chains globally, for parts, components, equipment and internal manufacturing services such as engineering, production allocation, and logistics. This may result in manufacturing & delivery delays out of our control. We will do our best to communicate all such impacts and reduce the effects of any such delays.*

- All delivery dates quoted are subject to manufacturer's confirmation at time of order.
- Submittal data will be provided for approval after receipt of order (if applicable)
- Customer to provide equipment and personnel to unload
- TII will provide MSO at time of payment confirmation. Customer is responsible for all titling and registration of trailer (If Applicable)

Freight: Included to Fernandina Beach, FL 32034.

Payment Terms: NET 30
Prompt Payment discount: 1/4 % 10 days

Quote Validity: 90 days.

Technology International, Inc. Corporate data:
We are a small business and our Tax Payer Identification Number (TIN): 650342335. The price quoted does not include any sales, excise or similar taxes.

We trust that this proposal will meet your requirements and we look forward to hearing from you.

If you have any questions or need more information, please contact us by phone at 407-359-2373, fax at 407-359-2372 or email us at tii@tii-usa.com

Respectfully submitted,

Rifat Habib
Business Development Exec.
Technology International, Inc.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-65
Authorization To Defend - Ethics Complaint

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-65.

SYNOPSIS: City Charter Section 31 requires that the prosecution and defense of litigation involving the City, by the City Attorney, be authorized by the City Commission. This Resolution authorizes the City Attorney to work with City claims administrator, Preferred Governmental Claim Solutions (PGCS), appear on behalf of, if necessary, and defend Vice Mayor David Sturges before the Florida Commission on Ethics for a complaint filed on March 6, 2023. The complaint filed and all Commission on Ethics Proceedings and records relating to the complaint are confidential unless Vice Mayor Sturges wishes to disclose them.

FISCAL IMPACT: The City carries Public Officials Liability insurance with no deductible to have the insurance company Preferred Governmental Claim Solutions (PGCS) provide defense.

CITY ATTORNEY COMMENTS: See synopsis.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-65.

Mark Foxworth, Interim City Manager	4/5/2023
Pauline Testagrose, Comptroller	4/6/2023
Tammi E. Bach, City Attorney	4/6/2023

Katie A Newton

Submitted By: Katie Newton, Legal Assistant

Date: April 04, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FER NANDINA BEACH, FLORIDA, AUTHORIZING THE CITY ATTORNEY TO DEFEND VICE MAYOR DAVID STURGES BEFORE THE FLORIDA COMMISSION ON ETHICS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Vice Mayor David Sturges was served with a confidential complaint filed with the Florida Commission on Ethics on March 6, 2023; and

WHEREAS, the City of Fernandina Beach will pay no deductible to have the insurance claims service (PGCS) provide defense counsel for Vice Mayor Sturges, and the City's insurance trust (PGIT) has agreed to provide a defense for Vice Mayor Sturges under the City's insurance policy.

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

SECTION 1. The City Commission hereby authorizes the City Attorney to oversee and work with City claims administrator, PGCS, appear on behalf of, if necessary, and defend Vice Mayor David Sturges before the Florida Commission on Ethics along with assigned defense counsel for an ethics complaint filed against him.

SECTION 2. The Complaint as well as the Florida Commission on Ethics proceedings and records relating to the Complaint remain confidential.

SECTION 3. This Resolution shall take effect immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY

_____

TAMMI E. BACH
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-66
Request for Proposal - City Manager Search Firm

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-66.

SYNOPSIS: At their March 7, 2023, Workshop, the City Commission discussed the search for a new City Manager and directed staff to issue a Request for Proposal (RFP) for an executive search firm. The City of Fernandina Beach issued RFP 23-07 from qualified firms for City Manager Executive Search Services. Five proposals were received in response to RFP 23-07.

The City Commission, at their April 4, 2023, Regular Meeting, approved Resolution 2023-50, as amended, to direct staff to contact the executive search firm Strategic Government Resources (SGR) to perform three services contained within their proposal: recruiting qualified applicants, vetting the qualified applicants, and providing the list of qualified and vetted applicants to City staff. This list will be further vetted by the City Manager Search Committee. Based upon Commission direction, Human Resources Director Denise Matson, who serves as the CMSC staff liaison, emailed SGR to inquire about the cost of these services. SGR declined providing partial services. Therefore, a Resolution to consider all proposals received in response to RFP 23-07 is before the City Commission for consideration. This item is placed on the agenda at the request of Mayor Bradley M. Bean.

FISCAL IMPACT: Fiscal impact will be based upon City Commission direction.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-66.

Denise Matson, Human Resources Director	4/11/2023
Katie Newton, Legal Assistant	4/11/2023
Agnes White, Administrative Services Manager	4/11/2023
Pauline Testagrose, Comptroller	4/11/2023
Mark Foxworth, Interim City Manager	4/11/2023
Tammi E. Bach, City Attorney	4/11/2023

Date: April 10, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2023-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL 23-07 FOR CITY MANAGER EXECUTIVE SEARCH SERVICES TO_____; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach issued Request for Proposal (RFP) 23-07 from qualified firms for City Manager Executive Search Services. Five proposals were received on March 29, 2023; and

WHEREAS, the City Commission, at their April 4, 2023, Regular Meeting, approved Resolution 2023-50, as amended, to direct staff to contact the executive search firm Strategic Government Resources (SGR) to perform three services contained within their proposal: recruit qualified applicants, vetting the qualified applicants, and providing the list of qualified and vetted applicants to City staff. The City Manager Search Committee (CMSC) will further vet this list; and

WHEREAS, based upon Commission direction, Human Resources Director Denise Matson, who serves as the CMSC staff liaison, emailed SGR to inquire about the cost of the afore stated services. SGR declined providing partial services. Therefore, a Resolution to consider all proposals received in response to RFP 23-07 is before the City Commission for consideration; and

WHEREAS, staff requests that the City Commission, convene as the evaluation committee, to discuss and rank the proposals based on experience, qualifications, and proposed cost for the scope of work specified; and

WHEREAS, the City Commission believes it to be in the best interest of the City to hire a firm to assist in the process of selecting a new City Manager; and

WHEREAS, the City Commission believes that the proposal from _____ is the most responsive to assist the City in its search; and

WHEREAS, when the Fiscal Year 2022/2023 budget was prepared, this expenditure was not anticipated, and a budget amendment will be required.

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

SECTION 1. The City Commission hereby awards RPF 23-07 for City Manager Executive Search Services to _____in an amount not to exceed _____.

SECTION 2. The City Clerk and the Interim City Manager are hereby authorized to execute all documentation pertaining to award of a contract to _____, upon review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN

Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

RESOLUTION 2023-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP #23-07 FOR CITY MANAGER EXECUTIVE SEARCH SERVICES TO STRATEGIC GOVERNMENT RESOURCES (SGR); AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at their March 7, 2023, Workshop, the City Commission discussed the search for a new City Manager and directed staff to issue a Request for Proposals for an executive search firm; and

WHEREAS, the City of Fernandina Beach issued a Request for Proposals (RFP#23-07) from qualified firms for City Manager Executive Search Services; and

WHEREAS, five proposals were received on March 29, 2023. The City Commission, at their April 4, 2023, regular meeting, convened as the evaluation committee to discuss and rank the proposals based on experience, qualifications, and proposed cost for the scope of work specified; and

WHEREAS, the City Commission believes it to be in the best interest of the City to hire a firm to assist in the process of selecting a new City Manager; and

WHEREAS, the City Commission requested staff contact Strategic Government Resources (SGR) to perform three services contained within their proposal: recruit qualified applicants, vet the qualified applicants, and provide the list of qualified and vetted applicants to City staff. This list will then be vetted by the City Manager Search Committee; and

WHEREAS, when the Fiscal Year 2022/2023 budget was prepared, this expenditure was not anticipated, and a budget amendment will be required.

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

SECTION 1. The City Commission hereby awards RPF #23-07 for City Manager Executive Search Services to Strategic Government Resources (SGR) to perform three services contained within their proposal: recruit qualified applicants, vet the qualified applicants, and provide the list of qualified and vetted applicants to City staff.

SECTION 2. The Interim City Manager and City Clerk, upon review and approval by the City Attorney, are hereby authorized to execute all documentation pertaining to award of a contract to Strategic Government Resources (SGR).

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 4th day of April, 2023.

CITY OF FERNANDINA BEACH

Bradley M. Bean

_____

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

Caroline Best
_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH SERVICES

INTRODUCTION

The City of Fernandina Beach, Florida, is soliciting proposals from qualified executive search firms to conduct a nationwide search to fill the executive position of City Manager. Experience working with Florida municipalities is preferred. A recruitment/hiring process will be developed collaboratively by the chosen executive search firm, a Citizen Committee appointed by the City Commission, the Human Resources Department Director and the City Commission.

The City will receive sealed proposals at the location stated below not later than **2:00pm, March 29, 2023.**

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Respondent to have its submittal delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Respondent. Submittals received after the deadline will not be considered.

RESPONDENTS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR PROPOSAL PROCESS, REQUIREMENTS AND EXHIBITS.

The original RFP submittal (**1 original, 5 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **RFP 23-07** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #23-07**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The competitive sealed Submittal must be accompanied by a **Contact Sheet**, herein provided as "**Exhibit 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".**

RESPONDENT SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the submittal.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Request for

Proposal.

INCURRING COSTS

The City of Fernandina Beach is not liable for any costs incurred by the offer or submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to project interviews shall be the full responsibility of the Respondent.

BACKGROUND INFORMATION:

The City of Fernandina Beach operates under the City Commission-Manager form of government. The Commission is composed of a Mayor and four (4) City Commission Members. The City Manager, as chief executive and administrative officer of the City, provides the primary source of leadership to the administration and staff, directs and supervises the administration of all departments, other than the chartered offices of City Attorney and City Clerk and their respective staff, directs the operation of all municipal functions, and is responsible for the supervision and efficient operation of the City Departments. Working closely with the department directors, the City Manager coordinates the provision of services to the City residents, visitors, and businesses, assumes responsibilities for asserting a leadership role in the community and strives to improve intergovernmental relationships.

The City Manager assists the City Commission in developing policy proposals and program alternatives, preparing an annual balanced budget and millage rate, establishing long-range goals and objectives of the City and determining revenue saving options. The City Manager keeps the City Commission fully advised as to the financial condition and future needs of the City and makes recommendations to the Commission concerning the affairs of the City.

GENERAL SCOPE OF SERVICES:

The Firm will provide timely, high quality executive management recruitment for the position of City Manager. The Firm will be familiar with and understand Florida's Sunshine Law and Public Records laws.

It is essential that the Firm executes a very thorough screening process ensuring all candidates presented are well qualified and actively interested in the City Manager position.

At a minimum, the Firm will be responsible for the following:

1. Develop a complete understanding of the City and its current needs. Review the City's goals and objectives and become familiar with all areas that will be affected by the recruitment activities. Firm is to participate in a public workshop with the appointed Citizen Committee and schedule one-on-one meetings with the Mayor and City Commissioners prior to developing a City Manager hiring profile.

2. Develop a comprehensive understanding of the duties and responsibilities of the

City Manager position that have been outlined and approved by the Citizen Committee and City Commission.

3. Conduct a broad and active search for qualified candidates to include advertising with, but not limited to the following:

    - ICMA (International City/County Management Association)
    - Florida League of Cities, Inc.
    - Florida City and County Management Association

4. Review applications and resumes. Complete thorough background checks on top candidates (up to fifteen).

5. Present top candidates to the Citizen Committee for review and to narrow and determine the candidates that will be invited for an interview.

6. Coordinate the scheduling of one-on-one interviews with candidates with the Citizen Committee and City Commission members. Public meeting interviews may also be requested by the City Commission. After all interviews have been conducted, there will be a meeting with the City Commission to select first choice and ranking of number two candidate.

7. Search firm may be responsible for negotiating a contract with first choice candidate. City Attorney will then review the negotiated contract prior to submittal to City Commission for approval.

The City shall retain the right to conduct any research or background checks in addition to the firm's findings for any potential candidate.

Firm must maintain a diversity recruiting initiative to address minority and female hiring needs and practices to ensure they present a diverse pool of candidates that reflects the City's needs.

SUBMITTAL OPENING

The submittal opening is public on the date and at the time specified on the submittal form. It is the Respondent's responsibility to assure their submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered.

SELECTION PROCEDURE

The submittals received will be evaluated by qualified personnel of the City. The Evaluation Committee shall be responsible for evaluating the qualifications and capabilities of Respondents who have submitted proposals in response to the Request for Proposals. Committee evaluations shall be conducted in accordance with applicable Florida Public Records Laws, including F.S. 119. Evaluation may include such activity as is deemed appropriated by the Committee to verify the qualifications and capabilities of the proposers and their ability to furnish the required goods or services.

The Evaluation Committee shall review the Submittals and prepare by consensus a recommendation of award to the firm or firms it deems to be most qualified and capable to perform the required services.

The Evaluation Committee, at its discretion, may request oral, written or visual presentations from; conduct interviews with; or conduct visits to the office, facilities or projects of the Proposers it selects from among those submitting Proposals.

If the Evaluation Committee decides to entertain presentations or conducts interviews at a subsequent meeting, it shall set the date, place and time for that meeting, then establish the order of presentations of interview before adjourning. The Purchasing Department shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

If no oral presentations or interviews are requested, the Evaluation Committee selection shall be based on its review and evaluation of qualified firms at its initial Committee meeting.

The evaluation of Respondent qualifications and capabilities shall include but not be limited to such factors as: experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

At the conclusion of its evaluation, the Evaluation Committee shall report its recommendations and order of preference (final ranking) to the Board of Commissioners.

PROPOSAL EVALUATION

The City of Fernandina Beach shall be the judge of its own best interests, the submittals, and the resulting Contract. An award may be made to the most responsive and responsible firm whose submittal is determined to be the most advantageous to the City.

The City reserves the right to consider historic information and fact, whether gained from the Respondent's proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any submittal and to establish the responsibility, qualifications and financial ability of Respondents, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the submittal documents.

It is the Respondent's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the Respondent fails to include it within their submittal. Failure to provide requested information may result in the rejection of the submittal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

AWARD

Award recommendation will be awarded to the most responsive and responsible Respondent offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the award process.

Successful Respondent is required to have a Business License in the city where their home office is located. If Respondent's business office is located in the City of Fernandina Beach a business tax license is required.

RFP PACKAGE

Request for Proposal Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the RFP package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

Respondents are hereby put on notice that no contact will 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 Respondent questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the Respondent's responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is ten days before proposal opening.

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

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL –** REQUEST FOR PROPOSAL will be prepared in accordance with the following:
   a. The enclosed Contact Sheet/Proposal Form, attached hereto as "Exhibit A", must be used when submitting your REQUEST FOR PROPOSAL.
   b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
   c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
   d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
   e. Proposers 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. Proposers must 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 Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer 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 Request for Proposal.
   h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
   i. Deliveries are to be made during regular business hours.
   j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.

2. **SUBMISSION OF PROPOSAL**
   a. Submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed. The name and address of the respondent, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
   b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. **REJECTION OF PROPOSAL**
   a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.
   b.

4. WITHDRAWAL OF PROPOSAL

a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE PROPOSAL

a. REQUEST FOR PROPOSAL 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.

LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Proposers must comply with all local, state, and federal directives, orders and laws as applicable to the REQUEST FOR PROPOSAL 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 proposal.
c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the proposal.
d. The City of Fernandina Beach requires that the Proposer 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 proposal.

7. AWARD OF REQUEST FOR PROPOSAL

a. The REQUEST FOR PROPOSAL will be awarded to the most responsive and responsible proposer 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 Proposer will result in a binding contract without further action by either party.
d. Unless otherwise noted in the specifications, the length of the agreement will be one year, with two 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 will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and
must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal 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 Proposer, Proposer 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, Proposer must forfeit its proposal security.
Payment and Performance Bond must 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 proposer 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 must 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 must be in the amount of the proposal.

10. PUBLIC INFORMATION

a. All information contained in this Proposal 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 Proposers to provide references and information on previous similar experience prior to award of the contract.

12. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

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

INSURANCE

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the SEARCH FIRM must, 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 "SEARCH FIRM" as used in the insurance rider, will 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:
   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) Dollars.

D. Umbrella I Excess Liability Insurance with a limit of no less than One Million ($1, 000,000) dollars minimum per occurrence.

E. During the term of this agreement, (if applicable) the SEARCH FIRM will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the SEARCH FIRM. The amount of insurance must not be less than One Million ($1,000,000) Dollars per occurrence and aggregate.

F. Loss Deductible – If the insurance of any SEARCH FIRM contains deductible(s), penalty(s) or self-insured retention(s), the SEARCH FIRM
Whose insurance contains such provision(s) must 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 must furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following

coverage which will provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and will 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 must 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 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 will not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.

J. The Contractor must file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which will 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 must 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 must be required to maintain limits of liability of not less than One Million ($1,000,000) 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 must be made by the City to SEARCH FIRM in accordance with the Florida Prompt Payment Act.

15. PROPOSAL PROTESTS

Proposal 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, SEARCH FIRM may not participate in the proposal if SEARCH FIRM is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, https://www.sam.gov/portal/SAM/. SEARCH FIRM must include copy of search results with bid or proposal.

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 must not contact any Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters must 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.

EXHIBITS

EXHIBIT "A" **Contact Sheet**

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**

EXHIBIT "A"
CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ **Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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.

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

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

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

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 ITB/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

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 not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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.

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR FERNANDINA BEACH, FL

Volume I: Proposal

RFP 23-07

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: ***Colin@cb-asso.com***
Fax: (888) 635-2430

…Serving Our Clients with a Personal Touch…

PROPOSAL TO PROVIDE
EXECUTIVE SEARCH FIRM SERVICES

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COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

March 23, 2023

The Honorable Mayor Bradley Bean, Vice-Mayor David Sturges, and Commissioners James Antun, Darron Ayscue, and Ronald "Chip" Ross
Attn: City Clerk's Office – RFP #23-07
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

The Honorable Mayor Bean, Vice-Mayor Sturges, and Commissioners Antun, Ayscue, and Ross:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested across the country and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 127 of the last 191 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Jacksonville Beach, Aventura, Bay Harbor Islands, Bradenton, Cape Coral, Cutler Bay, Destin, Estero, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Islamorada, Lady Lake, Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palmetto Bay, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have found City Managers for Ankeny, IA; Bellevue,

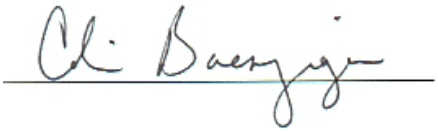
WA; Doraville, GA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City/Town Managers for Belle Isle, FL, Cooper City, FL, Fircrest, WA, Fort Walton Beach, FL, Oakland, FL, Ocean Ridge, FL; a County Administrator for Manatee County, FL; a City Attorney for Sebastian, FL, an Executive Director for Lake County Water Authority, FL; and a General Manager for Sun 'n Lake Improvement District, FL.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



Colin Baenziger
Principal / Owner

…Serving Our Clients with a Personal Touch…

I. Qualifications and Experience of the Firm

The Firm, Its Philosophy, & Its Experience

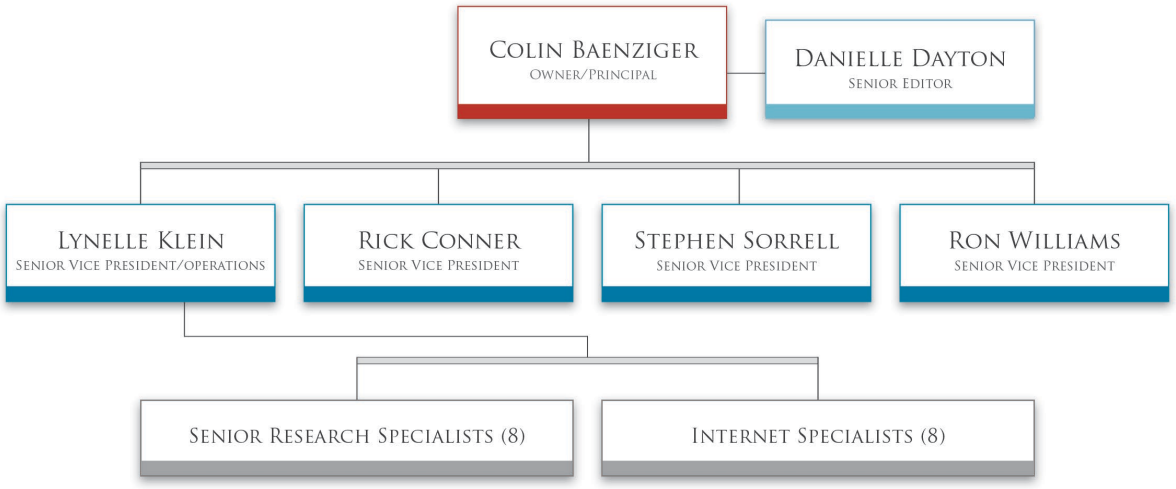
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with satellite offices in Grand Junction, CO, and Pensacola, FL. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Further, our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget. We simply do not believe in unforeseen circumstances.

Since beginning our executive search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 230 CEOs for cities, counties, and special districts. We have also conducted over 415 searches overall. The basic approach outlined herein has been refined to the point where it is problem-free.

Technical Capabilities and Organizational Structure

Colin Baenziger & Associates has developed its business model over the past 26 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and our staff is extremely capable and experienced. See Section III for more details. The structure of our firm is outlined below.



Completion of Projects within Budget

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so, and we never will.***

Completion of Projects on Schedule

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone***.

Diversity

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that from the beginning of 2009, 25% of the candidates selected as semi-finalists have been females and/or minorities. In one recent year, 47% of our placements were either females or minorities.

Prior Names and Litigation

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

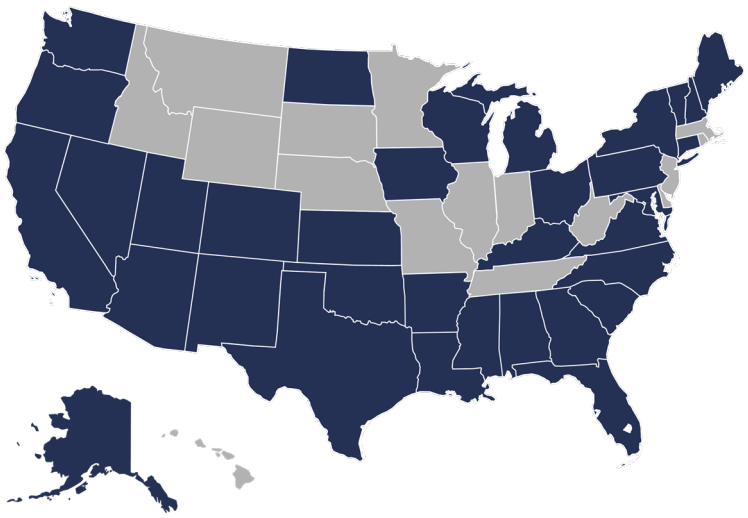
Insurance

To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of $1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of $1 million per accident, and (3) professional liability insurance of $1 million per occurrence and $2 million aggregate. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance in many states. If required by the client, and if it is available to us, we will obtain these coverages prior to contract execution.

Geographic Reach

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below for the states we have conducted searches in. A complete list of our searches can be found in Appendix A.

Figure I: We have served clients in the states highlighted in blue.



II. Proposed Work Plan

The following search methodology has been refined over the past twenty-six years and is virtually foolproof. That said, we will integrate any ideas you have into the process to the extent possible. Our goal is to ensure you have the right people to interview as well as all the information you need to make the right decision.

Phase I: Information Gathering / Needs Assessment / Brochure Preparation

Task One: Needs Assessment

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while providing an honest portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Gather information from the jurisdiction, its website and other sources;
- Interview the elected body and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, skills, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so both the elected body and the candidates will know when the interviews will be held and when they need to be available.

We will also conduct a public workshop with the appointed Citizen Committee to receive its member's input. Further, if the City wishes, we will gladly also conduct a town hall meeting for the public at large to solicit their insights. We can also solicit the input of your residents through an on-line survey (see Appendix D for a sample).

Task Two: Develop Position Description and Recruitment Materials

Based on the information we gather; CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate any additional suggestions you may have and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

Phase II: Recruitment

Task Three: Recruit Candidates

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with potential candidates and consult our data base of government professionals. Being well established in Florida, we know whom we should contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers.
- ***Advertising:*** While we will network to find the best, we will not ignore professional organizations and trade press which sometimes yield strong candidates. These will include the Florida League of Cities, International City/County Management Association, the Florida City and County Management Association. Other sources will be organizations and websites who focus on female and minority candidates LinkedIn is another vehicle we may use.
- ***CB&A Website:*** We will also post the recruitment on our website, ***www.cb-asso.com***. With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile through our listserv of almost fourteen thousand managers and professionals who are interested in local government management positions. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We generally do not use local, newspapers, national newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

Phase III: Screening and Finalist Selection

Task Four: Evaluate the Candidates

Based on our most recent recruiting efforts, we anticipate receiving resumes from forty to sixty applicants. We will use the information we developed in Phase I to narrow the field. Selecting strong candidates is, in reality, more of an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be an outstanding fit with the City and the community as your next City Manager Our work will include working with the Citizen Committee to narrow the field.

Specifically, our efforts will involve:

Step One. Resume Review. CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

Step Two. Screening Interview. Our lead recruiters, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider each candidate further.

Step Three. Evaluate the Best Candidates. We will conduct thorough research into the backgrounds of the best six to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their story *in their own words* and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.

- **Interviews of References:** We provide the candidate with the positions of the references with whom we wish to speak. These will include current and former elected officials, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, the Human Resources Director they work with, and others who know the candidate. All told, the list will include approximately 20 individuals. We will also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written approximately page lone summary of each conversation.

- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for litigation at the county and federal level; motor vehicle records; and bankruptcy and credit. As an aside, while only police departments have access to the gold standard for criminal records (the NCIC data base), our vendor has developed a very reliable substitute.

- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation. Further, we will review the candidate's social media accounts.

- **Verification of Education and Work History:** We will verify all claimed educational degrees as well as the candidate's work history for the past 15 years to assure the candidate has been completely forthright.

- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely that they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they will be thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

> *Note: We firmly believe that all background work and checks should be completed prior to presenting them to you. That way you will know the individuals you select to interview are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.*

Task Five: Preparation and Presentation of Candidate Materials

CB&A will select six to ten candidates and present them for your consideration as finalists. We will provide to you electronically a complete written report for each recommended candidate which will include: the candidate's cover letter, resume, introduction, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as outlining some areas that it is not wise to get into), and some logistical information.

Task Six: Finalist Selection

Approximately a week after the City has received the candidate materials, CB&A will meet with the Citizen Committee to discuss our findings and for it to select finalists (ideally five with an alternate) to be invited to interview.

Task Seven: Notify All Candidates of Their Status

We will notify the finalists by telephone and give them the opportunity to ask additional questions. Additionally, we will provide them with information concerning the interviews and travel if necessary.

CB&A will also contact those not selected to be interviewed. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

Phase IV: Coordinate the Interview Process and City Manager Selection

Task Eight: Coordinate the Candidate Assessment Process

Prior to the interviews, we will recommend an /evaluation process including mechanisms to assess the candidates' communication skills, interpersonal skills, and decision-making skills. Typically, we suggest the Commission observe the finalists in three settings: a social setting (since the selected candidate will frequently represent the City at community functions), one-on-one interviews, and a Commission meeting. The Citizen Committee will play an active role in the interview process.

> **Day #1:** The finalists are given a tour of the community by a knowledgeable staff member or resident. Communities often also include a reception with the City's senior staff at this point.
>
> Later, that evening, the Commission can host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. As noted, your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to your citizenry. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.
>
> **Day #2:** The next morning, each candidate will interview individually with each Commission Member for approximately 40 minutes. These meetings provide you with an opportunity to assess how the candidates might interact with you on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Commission and its individual members. One-on-one interviews are an excellent way to test that interaction.
>
> After lunch, the Commission, as a group, will interview each finalist one at a time for approximately 30 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and feel comfortable with the community.

Finally, if you it would make you feel more comfortable, we can recommend several third-party management and personality assessment tools that the City can use to provide additional input. They are available at a relatively small cost and are not included in our fee.

Task Nine: Debriefing and Selection

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

Phase V: Negotiation and Continuing Assistance

Task Ten: Notification, Contract Negotiations and Warranty

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect prompt agreement.

Task Eleven: Continuing Assistance

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. We simply feel it is part of our job to assure a successful relationship.

Communications: We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We are, in addition to being exceptional recruiters, students of local government, and can often provide insights and names of parties who have dealt a wide variety of issues, often with innovative solutions. We want to be responsive and to assist in any way we can.

The City's Obligations

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

Proposed Project Schedule

We understand the City wants to move quickly on this recruitment. We are uniquely positioned to do so based on our knowledge of and experience in Florida.

Phase I: Needs Assessment / Information Gathering

May 3rd:	CB&A begins meeting with the Commission Members and other stake holders to understand the job and its challenges.
May 16th:	CB&A submits the draft of the full recruitment profile to the City for its review.
May 23rd:	City provides comments on the recruitment profile.

Phase II: Recruiting

May 26th:	CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to almost 14,000 local government professionals.
June 23rd:	Closing date for submission of applications.
June 28th:	CB&A reports on the results of the recruitment.

Phase III: Screening, Reference Checks and Credential Verification

July 24th:	CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' cover letters, resumes and introduction as well as the results of our reference, background and Internet/newspaper archives/social media checks.
August 1st:	City selects approximately five finalists and an alternate to interview.

Phase IV: Interview Process Coordination and City Manager Selection

August 10th:	City holds reception for the finalists.
August 11th:	One-on-one and full Commission interviews and decision.

Phase V: Negotiation, Warranty & Continuing Assistance

Post-Selection:	CB&A works with City representatives and the selected candidate on an employment agreement.

III. Proposed Project Team

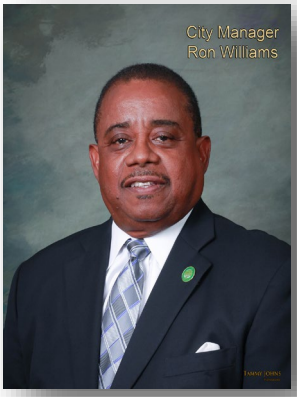
Project Team and Involvement

Colin Baenziger & Associates has assembled an outstanding project team to serve your needs.

Colin Baenziger will have overall responsibility for the execution of the search. Mr. Baenziger has spent ten years local government as a senior manager and over 30 years as a consultant. In addition to his 25 years in executive search, he specialized in operational reviews of governmental agencies and private sector clients such as the Recording Industry Association of America, and the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.

Lynelle Klein, Vice President for Operations, is a skilled professional with extensive expertise in executive search. Starting as a research assistant with CB&A 12 years ago, she has now firmly established herself as the number two person at CB&A. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an associate degree from Brigham Young University in Rexburg, Idaho. She currently resides in Mesa County, CO.

Stephen Sorrell, Senior Vice President, brings over 35 years of management and technical experience in municipal, county, state, and special district agencies in addition to his work with Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



Ron Williams, Senior Vice President. While Mr. Williams is technically relatively new to CB&A, he worked with the firm in its infancy and helped develop the operating methodology that has led to our growth and success. His public sector career began as a budget analyst for the City of Miami and culminated as the City Manager for Palmetto Bay (an affluent suburb of Miami, FL with 24,000 residents) and then for Live Oak (a rural city of 7,000 about 100 miles west of Jacksonville, FL). Along the way, he served in high level positions in the juvenile justice, public works, and general services. What excites him now is finding the people you need to fill your key positions, and he is exceptionally good at it. Ron has a Bachelor of Science in Management and a Master's Degree in Public Administration from the University of West Florida. He has also taught at Miami Dade College and in the County's public school system.

Rick Conner, Senior Vice President, has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas. In his spare time, he invents scuba diving equipment and accessories.

City Manager, Jacksonville Beach, FL (population 23,518)

Contact: Former Mayor Charles Latham at (904) 910-4004, or
Current Mayor Christine Hoffman at (904) 476-6153, or
choffman@jaxbchfl.net

CB&A began work on July 16, 2018. We were asked to conduct the search expeditiously so that interviews could be conducted prior to the November election. We sought candidates from around the country, performed the candidate screening. Interviews were held on October 12th with *Mr. Michael Staffopoulos, formerly an Assistant City Manager with Largo, FL,* being selected later that day. Mr. Staffopoulos remains with the City.

County Manager, Clay County, FL (population 191,400)

Contact: Current Commission Chair Mike Cella at (904) 234-4630
(**mike.cella@claycountygov.com**) or
Former Commissioner Diane Hutchings, at (904) 710-1469

Clay County is located just southwest of Jacksonville on the St. Johns River. We have found the County's last three managers, Fritz Behring in 2005 (who left in 2010 to become the County Manager of Pinal County, AZ), Stephanie Kopelousos in 2010 (who left to the Florida Governor's Director of Legislative Affairs in March 2019), and Howard Wanamaker in 2019. The more recent search began work on December 20, 2018, and included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in contract negotiations. Interviews took place on March 22, 2019, and the County hired *Howard Wanamaker, then the Chief Strategy Office & Director of Human Resources with Hanania Automotive*. He remains with the County.

City Manager, Orange City, FL (population 11,569)

Contact: Mayor Gary Blair at (386) 775-5403 or
gblair@ourorangecity.com

CB&A began work in September 2015 to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Dale Arrington, former Assistant City Manager for DeLand, Florida,* was selected on January 9, 2016. The announcement of the selection led to applause from the audience waiting in council chambers. She remains with the City.

City Manager, Seminole, FL (17,800)

Contact: Mayor Leslie Waters at ((727) 430-7553, or **lwaters2@myseminole.com**

Colin Baenziger & Associates was asked to conduct Seminole's **City Manager Search** in early April 2015**.** Our work included recruiting and advertising for candidates, conducting background checks, selecting the most qualified, recommending them for interviews, coordinating the interview process, and assisting in the contract negotiations. Interviews took place on June 25th and 26th. On June 30th, *Ann Toney-Deal, a past City Manager of Haines City, FL,* was selected. Ms. Toney-Deal remains with the City and in 2020 the Council was so pleased with her performance that they gave her an 8% salary increase.

City Manager, St. Pete Beach, FL (population 9,700)

Contact: Mayor Al Johnson at (727) 543-2794 or **ajohnson@stpetebeach.org**

We began our work in November of 2018 to find the next City Manager for St. Pete Beach. Located on a barrier island in the Gulf of Mexico just west of Tampa/St. Petersburg in Pinellas County, St. Pete Beach is a special place. Our work included searching the nation to find the right person for the job, interviewing the candidates, conducting through background checks, and recommending finalists for the county to interview. In February 2019 the Board selected *Alex Rey, formerly the Town Manager for Miami Lakes, FL* Mr. Rey remains with the City and in 2021 he received unbridled praise along with a contract extension that included a 5% salary increase and a $500 a month housing stipend.

City Manager, West Park, FL (population 13,700)

Contact: Former Mayor Eric Jones at (954) 410-8139

West Park is a relatively new city in Broward County, FL. CB&A began meeting with the City's elected officials on January 13, 2010 to find its next **City Administrator**. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A's finalists (which elongated the process slightly. Interviews were conducted on April 16th and 17th with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21st 2010. Mr. Balogun remains with the City.

Candidate References

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from three of those candidates.

Placement	Formerly	Recruited To Be	Contact at
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June 2014, she left in March 2020 to become the Deputy City Manager for Greenville, SC, and then returned to Sandy Springs as the City Manager in January 2022	(404) 683-4816
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the Fairfax County, VA, CEO in January 2018	(843) 368-7458
Chris Morrill	Assistant City Manager, Savannah, GA	City Manager, Roanoke, VA Appointed December 2009 Hired as the Executive Director of the Government Finance Officers Association in February 2017	(843) 368-7458

Fee

CB&A offers a firm, fixed price of $32,500, which includes all the expenses we will incur in the search with one exception. The City will make a reservation and pay for one night's stay in the same hotel as the finalists when they come to interview for the City Manager position so we can help facilitate the final stage of the recruitment process. The only other expenses the City will incur are those associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

Requested Services	
Phase I: Needs Analysis / Information Gathering	$ 4,000
Phase II: Recruiting	14,000
Phase III: Screening	12,000
Phase IV: Interview Process Coordination and Selection	1,500
Phase V: Negotiation and Warranty	1,000
Firm, Fixed Fee Total*	$32,500

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of $150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee – even when circumstances suggested we were entitled to them and where the work we performed extended beyond the scope of our assignment.

Warranty

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided we conduct the full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

EXHIBIT "A"
CONTACT SHEET

Name: Colin Baenziger and Associates

Federal Taxpayer ID: 20-8185763

Mailing Address: 2055 South Atlantic Avenue, Suite 504

City, State, & Zip Code: Daytona Beach Shores, FL 32118

Telephone: (561) 707-3537 **Fax:** (561) 621-5965

Email: Colin@cb-asso.com

Submitted By: Lynelle Klein

Title: Senior VP for Operations

Accounting Contact:

Name: Colin Baenziger **Title:** Principal

Email Address: Colin@cb-asso.com **Phone:** (561) 707-3537

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
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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 RFP .23 07

2. This sworn statement is submitted by (entity) Collin Baenziger and Associates whose business address is 2055 S. Atlanta Avenue, Suite 504, Daytona Beach Shores, FL 32118 and (if applicable) Federal Employer Identification Number (FEIN) is 20-8185763 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 4451 .)

3. My name is Lynelle Klein and my relationship to the entity named above is Employee .

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

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

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.

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 March 24, 2023
Date:

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

STATE OF COLORADO

COUNTY OF MESA

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 March, 2023 and is personally known to me, or has provided Colorado Drivers License as identification.

JM Martinez
Notary Public
My Commission expires: 01/28/2026

JOLEEN M MARTINEZ
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20224004137
My Commission Expires 1/28/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR 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: Colin Baenziger and Associates

CITY: Daytona Beach Shores STATE: FL ZIP CODE: 32118

SIGNATURE: Lynelle Klein PHONE: 970-433-7189

NAME (TYPED OR PRINTED): Lynelle Klein TITLE: Senior VP

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-07

Project Description: City Manager Executive Search

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: Lynelle Klein, Colin Baenziger & Associates

Authorized Signature: Lynelle Klein

Title: Senior VP for Operations

Date: March 24, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

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 ITB/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: Lynelle Klein Title: Senior VP for Operations

Signature: Date: March 24, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07.

This sworn statement is submitted by (entity) Colin Baenziger and Associates whose business address is 2055 S. Atlanta Avenue, Suite 504, Daytona Beach Shores, FL 32118 and (if applicable) Federal Employer Identification Number (FEIN) is 20-8185763 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 4451.)

My name is Lynelle Klein and my relationship to the entity named above is Employee.

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 not 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.

Lynelle Klein March 24, 2023
Signature Date:

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

STATE OF COLORADO

COUNTY OF MESA

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 March, 2023, and is personally known to me, or has provided Colorado Drivers License as identification.

01/28/2026 My Commission expires:

Notary Signature

JOLEEN M MARTINEZ
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20224004137
My Commission Expires 1/28/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07.

This sworn statement is submitted by (entity) Colin Baenziger and Associates whose business address is 2055 S. Atlanta Avenue, Suite 504, Daytona Beach Shores, FL 32118 and (if applicable) Federal Employer Identification Number (FEIN) is 20-8185763 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: 4451.)

My name is Lynelle Klein and my relationship to the entity named above is Employee.

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.

Lynelle Klein — March 24, 2023
Signature — Date:

STATE OF COLORADO
COUNTY OF MESA

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 March, 2023 and is personally known to me, or has provided Colorado Drivers License as identification.

JL Martinez — My Commission expires: 01/28/2026
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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JOLEEN M MARTINEZ
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20224004137
My Commission Expires 1/28/2026

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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.

Colin Baenziger and Associates — March 24, 2023
Firm — Date

Lynelle Klein — Lynelle Klein, Senior VP for Operations
Authorized Signature — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

PROPOSAL TO PROVIDE EXECUTIVE RECRUITMENT SERVICES FOR FERNANDINA BEACH, FL

Volume II: Appendices

RFP 23-07

Colin Baenziger & Associates

Contact Person:

Colin Baenziger (561) 707-3537
Colin Baenziger & Associates
2055 South Atlantic Avenue • Suite 504
Daytona Beach Shores, FL 32118
e-mail: ***Colin@cb-asso.com***
Fax: (888) 635-2430

…Serving Our Clients with a Personal Touch…

PROPOSAL TO BE THE CITY'S EXECUTIVE RECRUITING FIRM

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Appendix A

Searches by
Colin Baenziger & Associate' Staff

Governmental Search Assignments

Current Searches

City Manager, Belle Isle, FL (population 7,344)
City Manager, Cooper City, FL (population 33,867)
City Manager, Fircrest, WA (population 7,174)
City Manager, Fort Walton Beach FL (population 20,879)
County Administrator, Manatee County, FL (population 422,774)
Town Manager, Oakland, FL (population 5,400)
Town Manager/Finance Director, Ocean Ridge, FL (population 1,830)

Landscaping Director, Estero, FL (population 33,450)
City Attorney, Sebastian, FL (population 25,703)

General Manager, Sun 'n Lake Improvement District, FL (population served 9,000+)

Completed Searches in 2023

County Administrator, Indian River County, FL (population 163,662)
Town Manager, Juno Beach, FL (population 3,770)
County Administrator, St. Lucie County, FL (population 343,579)

Deputy Water & Sewer Director, Miami-Dade County, FL (population 2.706 million)
Assistant to the City Manager, North Myrtle Beach, SC (18,790)

General Manager, Beaufort-Jasper Water & Sewer Authority, SC (population served 150,000)

Completed Searches Prior to 2023

City/Town/Village Manager/Administrator

City Manager, Albany, GA (population 75,600) in 2011
City Manager, Ankeny, IA (population 45,600) in 2013
City Manager, Ashland, KY (population 21,000) in 2013
City Manager, Auburn, AL (population 58,582) in 2017
City Manager, Aventura, FL (population 37,724) in 2017 and 2018
Village Manager, Bal Harbour, FL (population 3,300) in 2013
City Manager, Bartow, FL (population 16,000) in 2007 in 2017 and 2022
Town Manager, Bay Harbor Islands, FL (population 5,628) in 2007, 2012 and 2020
City Manager, Bellevue, WA (population 122,400) in 2014
City Administrator, Bradenton, FL (population 60,888) in 2021
City Manager, Brighton, CO (population 41,254) in 2020
Town Manager, Buckeye, AZ (population 32,000) in 2006
City Manager, Burien, WA (population 55,188) in 2017
City Manager, Cape Canaveral, FL (population 10,200) in 2010
City Manager, Cape Coral, FL (population 194,570) in 2012 and 2020
City Manager, Carnation, WA (population 1,873) in 2017
City Manager, Casselberry, FL (population 25,000), in 2005
City Manager, Chamblee, GA (population 17,000) in 2011
City Manager, Clewiston, FL (population 7,270) in 2019
City Manager, Cocoa Beach, FL (population 11,200) in 2012, 2015 and 2016
City Administrator, Connell, WA (population 4,200) in 2014
City Manager, Cooper City, FL (population 32,000) in 2008
City Manager, Coral Gables, FL (population 43,000) in 2009
City Manager, Cottonwood Heights, UT (population 34,000) in 2004
City Manager, Covington, VA (population 5,802) in 2016
City Manager, Crescent City, FL (population 1,542) in 2020
Town Manager, Cutler Bay, FL (population 35,000) in 2006
City Manager, Dania Beach, FL (population 28,000) in 2009
City Manager, Danville, VA (population 43,000) in 2016
City Manager, Deerfield Beach, FL (population 78,000) in 2019
City Manager, Delray Beach, FL (population 64,100) in 2014
City Manager, Deltona, FL (population 83,000) in 2006 and 2008
City Manager, Destin, FL (population 12,000) in 2003 and 2011
City Administrator, Dickinson, ND (population 22,300) in 2018
City Manager, Doral, FL (population 24,000), in 2004
City Manager, Doraville, GA (population 10,896) in 2013, 2017 and 2020
Town Manager, Dundee, FL (population 3,000) in 2006 and 2009
City Manager, Ellensburg, WA (population 18,350) in 2014
City Manager, Elmira, NY (population 29,200) in 2014
Village Manager, Estero, FL (population 26,600) in 2015
City Manager, Fairborn, OH (population 33,200) in 2017

City/Town/Village Manager/Administrator (continued)

City Manager, Fayetteville, NC (population 208,000) in 2012
City Manager, Fernandina Beach, FL (population 11,000) in 2006 and 2015
City Manager, Fife, WA (population 8,700) in 2010
City Manager, Fort Myers, FL (population 68,190) in 2016
Town Manager, Fort Myers Beach, FL (population 6,900) in 2006 and 2008
City Manager, Fort Pierce, FL (population 41,900) in 2012
City Manager, Fort Smith, AR (population 87,650) in 2016
City Manager, Fruitland Park, FL (population 4,100) in 2013
City Manager, Gainesville, FL (population 133,857) in 2016 and 2019
City Manager, Greensboro, NC (population 259,000) in 2009
City Manager, Groveland, FL (population 12,493) in 2018
City Manager, Hallandale Beach, FL (population 39,000) in 2010 and 2012
City Manager, Holly Hill, FL (population 13,000) in 2008 (partial search)
City Manager, Homestead, FL (population 62,000) in 2010
City Manager, Indianola, IA (population 15,108) in 2015
Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1999, 2005, 2021 and 2022
City Manager, Jacksonville Beach, FL (population 23,387) in 2018
Town Manager, Juno Beach, FL (population 3,600) in 2005
Village Manager, Key Biscayne, FL (population 11,000) in 2007 and 2011
City Manager, Key West, FL (population 24,600) in 2012
Town Manager, Lady Lake, FL (population 15,954) in 2021
City Administrator, Lake Forest Park, WA (population 13,059) in 2018
Town Manager, Lake Park, FL (population 9,100) in 2001 and 2003
City Manager, Lake Worth Beach, FL (population (38,010) in 2003, 2007 and 2021
Town Manager, Lantana, FL (population 9,600) in 2000 and 2021
City Manager, Lauderdale Lakes, FL (population 32,000) in 1998 and 2002
City Manager, Leesburg, FL (population 20,390) in 2013
City Manager, Madeira Beach, FL (population 12,300) in 2011
Town Manager, Mangonia Park, FL (population 1,400) in 2001
City Manager, Marathon, FL (population 11,500) in 2002 and 2004
City Manager, Marco Island, FL (population 15,000) in 2014
City Manager, Mascotte, FL (population 5,873) in 2021
City Manager, Medina, WA (population 3,000) in 2013
City Manager, Melbourne, FL (population 72,500) in 2012
City Manager, Miami Gardens, FL (population 101,000) in 2004
City Manager, Mill Creek, WA (18,828) in 2015 and 2022
City Manager, Miramar, FL (population 122,000) in 2013
City Manager, Monroe, NC (population 33,500) in 2013
City Manager, Montverde, FL (population 1,675) in 2020
Town Manager, Mooresville, NC (population 41,995) in 2019
City Manager, Mount Dora, FL (population 12,000) in 2005
City Manager, Mount Pleasant, MI (population 26,000) in 2014

City/Town/Village Manager/Administrator (continued)

City Manager, Mountlake Terrace, WA (population 20,700) in 2014 and 2016
City Manager, Naples, FL (population 21,800) in 2018
City Manager, New Smyrna Beach, FL (population 23,000) in 2009
City Manager, Normandy Park, WA (population 6,335) in 2013 and 2015
City Manager, North Miami, FL (population 62,000) in 2010 and 2014
Village Manager, North Palm Beach, FL (population 12,500) in 2004, 2005, 2007 and 2012
City Manager, North Port, FL (population 55,800) in 2011
Town Manager, North Topsail Beach, NC (population 734) in 2018
City Manager, Norwich, CT (population 40,500) in 2016
City Manager, Oakland Park, FL (population 42,800) in 2014
City Manager, Ocala, FL (population 52,000) in 2008 and 2015
City Manager, Opa-Locka, FL (population 2,180) in 2019
City Manager, Orange City, FL (population 10,000) in 2010 and 2016
City Manager, Orange Park, FL (population 9,100) in 2010
City Manager, Oviedo, FL (population 33,000) in 2008
City Manager, Palm Bay, FL (current population 101,000) in 2002 and 2015
City Manager, Palm Coast, FL (population 71,000) in 2006
Village Manager, Palmetto Bay, FL (population 24,000) in 2003
City Manager, Panama City Beach, FL (population 12,776) in 2012 and 2019
City Manager, Parkland, FL (population 30,177) in 2017
City Manager, Petersburg, VA (population 32,701) in 2017
Village Manager, Pinecrest, FL (population 19,300) in 2011
City Manager, Pompano Beach, FL (population 101,000) in 2007
City Manager, Port Orange, FL (population 67,494) in 2021
City Manager, Port Richey, FL (2,869) in 2020
City Manager, Port St. Lucie, FL (population 174,100) in 2016
City Manager, Portland, ME (population 65,000) in 2011
City Manager, Prosser, WA (population 5,802) in 2016
Chief Administrative Officer, Renton, WA (population 100,953) in 2021
City Manager, Riviera Beach, FL (population 37,000) in 2009
City Manager, Roanoke, VA (population 98,465) in 2009 and 2017
City Manager, Sammamish, WA (population 64,548) in 2019
City Manager, Sanibel Island, FL (population 7,319) in 2021
City Manager, Sarasota, FL (population 55,000) in 2012
City Manager, Satellite Beach, FL (population 10,100) in 2013
City Manager, Savannah, GA (population 142,800) in 2016
City Manager, Scottsdale, AZ (population 217,400) in 2013
City Manager, Sebastian, FL (population 24,772) in 2018
City Manager, Seminole, FL (population 17,800) in 2015
City Manager, Sequim, WA (population 6,700) in 2015 and 2021
Town Manager, Sewall's Point, FL (population 2,000) in 2006
Township Manager, Spring Garden Township, PA (population 12,963) in 2018
Township Manager, Springettsbury Township, PA (population 26,700) in 2014 and 2016

City/Town/Village Manager/Administrator (continued)

City Manager, St. Pete Beach, FL (population 10,000) in 2014 and 2019
City Manager, Stuart, FL (population 17,000) in 2006 and 2017
City Manager, Sunny Isles Beach, FL (population 17,000) in 2006 and 2011
City Manager, Sunrise, FL (population 84,400) in 2012
City Manager, Sunnyside, WA (population 15,860) in 2013 and 2018
Town Manager, Surfside, FL (population 6,000) in 2014
City Manager, Tacoma, WA (population 200,000) in 2011 and 2017
City Administrator, Tavares, FL (population 11,000) in 2006
City Manager, Temple Terrace, FL (population 26,901) in 2022
City Manager, Titusville, FL (population 43,940) in 2014
City Manager, Treasure Island, FL (population 6,937) in 2017
City Manager, Vero Beach, FL (population 16,751) in 2019
City Manager, West Melbourne, FL (population 15,000) in 2009
City Manager, West Park, FL (population 12,000) in 2005 and 2010
City Manager, Weston, FL (population 70,015) in 2019
City Manager, Winchester, VA (population 28,108) in 2014 and 2020
City Manager, Winter Haven, FL (population 37,900) in 2017
City Manager, Yakima, WA (population 91,000) in 2011 and 2012

County Administrator / Manager - Completed Searches

County Manager, Alachua County, FL (population 251,400) in 2014
County Manager, Baker County, FL (population 27,000) in 2006
County Administrator, Bay County, FL (population 158,000) in 2005
County Manager, Brevard County, FL (population 536,000) in 2009
County Administrator, Broward County, FL (population 1,800,000) in 2006
County Administrator, Clackamas County, OR (population 383,900) in 2013
County Manager, Clay County, FL (population 212,230) in 2005, 2011 and 2019
Chief Administrator, El Paso County, TX (population 827,700) in 2014 and 2016
County Administrator, Emmet County, MI (population 32,900) in 2014
County Manager, Flagler County, FL (population (83,000) in 2007
County Manager, Fulton County, GA, (partial search) in 2015 (population 894,300) in 2015
County Administrator, Hernando County, FL (population 172,800) in 2012
County Administrator, Highlands County, FL (population 98,000) in 2008
County Administrator, James City County, VA (population 69,000) in 2014
County Manager, Lee County, FL (population 600,000) in 2009
County Administrator, Martin County, FL (population 140,000) in 2005
Borough Manager, Matanuska-Susitna Borough, AK (population 85,000) in 2011
County Administrator, Monroe County, FL (population 80,000) in 2004
County Administrator, Nassau County, FL (population 60,000) in 2004
County Administrator, Okaloosa County, FL (population 183,500) in 2013
County Administrator, Okeechobee County, FL (population 39,000) in 2008

County Administrator / Manager - Completed Searches (continued)

County Manager, Osceola County, FL (population 235,000) in 2003 and 2007
County Administrator, Polk County, IA (population 400,000) in 2007 and 2011
County Manager, Seminole County, FL (population 410,000) in 2006
County Administrator, St. Johns County, FL (population 162,000) in 2007
County Administrator, St. Lucie County, FL (population 284,000) in 2014
County Manager, Union County, NC (population 198,600) in 2010
County Administrator, York County, VA (population 66,269) in 2015

Completed Searches – Other Municipal CEO

Executive Director, Bartow Municipal Airport Development Authority, Bartow, FL in 2017
Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
General Manager, Holiday Park Recreation District, FL (population 4,500) in 2007
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 and 2022
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Executive Director, South Correctional Entity (SCORE), Des Moines, WA (population served 406,000) in 2018

Community Association CEOs and Assistant CEOs

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
Executive Director, Lakewood Ranch Inter-District Authority, Manatee County, FL (population 15,000) in 2011 (The Executive Director also managed five community associations.)
Executive Director, Sun City Summerlin Home Owners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001

Completed Searches – Assistant/Deputy Managers

Assistant City Manager / Operations, Corpus Christi, TX (population 308,000) in 2013
Assistant City Manager / Utilities, Corpus Christi, TX (population 308,000) in 2014
Deputy City Manager, Danville, VA (43,000) in 2016

Completed Searches – Assistant/Deputy Managers (continued)

Deputy City Administrator, Dickinson, ND (population 22,300) in 2016
Deputy City Manager for Community Building, Durham, NC (population 220,000) in 2009
Assistant Town Manager, Jupiter Island, FL (population 654) in 2010
Assistant Village Manager, Islamorada, Village of Islands, FL (population 7,500) in 1998
Assistant City Manager, Lake Worth Beach, FL (population 37,000) in 2004
Assistant County Administrator, Martin County, FL (population 140,000) in 2006
Deputy City Manager, Sammamish, WA (60,000) in 2016
Assistant City Manager, Tamarac, FL (population 55,500) in 2001
Assistant City Manager, West Palm Beach, FL (population 101,000) in 2004 and 2013

Completed Searches – City or County Attorneys

County Attorney, Clay County, FL (population 196,400) in 2016
City Attorney, Daytona Beach, FL (62,300) in 2016
City Attorney, Fort Lauderdale, FL (population 178,752) in 2018
City Attorney, Fort Pierce, FL (population 41,590) in 2016 and 2018
County Attorney, Fulton County, GA (population 996,319) in 2015
City Attorney, Lawton, OK (population 94,653) in 2020
City Attorney firm, Naples, FL (population 22,367) in 2021
City Attorney, Ocala, FL (population 60,021) in 2022
Chief Labor Negotiator, Orlando, FL (population 270,934) in 2018
City Attorney, Port St. Lucie, FL (population 185,132) in 2016 and 2019
County Attorney, Prince William County, VA (population 438,580) in 2015
City Attorney, Roanoke, VA (population 96,000) in 2012
Fire District Attorney, St. Lucie County Fire District, FL (population 298,600) in 2017
City Attorney, Vero Beach, FL (population 16,751) in 2019
City Attorney, West Melbourne, FL (population 15,000) in 2008

Completed Searches – Community Development/Growth Management/Planning

Planning and Community Development Director, Bradenton, FL (population 60,888) in 2021
Growth Management Director, Collier County, FL (population 357,305) in 2015 and 2017
Community Development Director, Danville, VA (population 43,000) in 2016
Planning and Development Director, Fairfax County, VA (population 1,150,309) in 2022
Director, Building and Development, Loudoun County, VA (population 336,900) in 2014
Community Development Director, Miami, FL (population 408,000) in 2008
Director of Planning, Building and Development, Roanoke, VA (population 96,000) in 2012
General Manager, North Sarasota Redevelopment District, Sarasota, FL (population 53,000) in 2008
Growth Management Director, St. Lucie County, FL (population 261,000) in 2005
Community Development Director, Tamarac, FL (population 55,500) in 2007

Completed Searches – Economic Development / Redevelopment

Growth Management Manager, Wellington, FL (population 55,000) in 2009
Executive Director, Camden County (GA) Joint Development Authority (pop. 51,400) in 2014
Economic Development Director, Collier County, FL (population 328,000) in 2012
Economic Development Director, Concord, NH (population 42,444) in 2017
Assistant City Manager for Community Building, Durham, NC (population 220,000) in 2009
Economic Development Director, Roanoke, VA (population 96,000) in 2012
Director, Office of Economic & Workforce Development, Durham, NC (pop. 220,000), 2009
Economic Development Director, Loudoun County, VA (population 326,000) in 2010
Economic Development Director, St. Johns County, FL (population 162,000) in 2011

Completed Searches – Engineers

City Engineer, Gulfport, MS (population 90,000) in 2008
Director/Engineering/Public Works /Utilities, Hallandale Beach, FL (population 39,000) 2013
Deputy County Engineer, Martin County, FL (population 140,000) in 2006
Assistant City Engineer, Melbourne, FL (population 75,000) in 2008
City Engineer, Sunny Isles Beach, FL (population 17,000) in 2006
Staff Engineer, Wellington, FL (population 55,000) in 2009

Completed Searches – Facilities Management

Director, Performing Arts & Convention Center, Federal Way, WA (population 92,700) in 2015
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Finance and Budget

Finance Director, Altus, OK (population 19,800) (background check) in 2012
Finance Director, College Park, MD (population 32,256) in 2016
Procurement Director, Collier County, FL (population 357,305) in 2016
Finance Director, Danville, VA (population 43,000) in 2014
Finance Director, Daytona Beach, FL (population 31,860) in 2012
Finance Director, DeLand, FL (population 28,230) in 2016
Finance Director, Escambia County (FL) Housing Authority (population served: 302,700), 2014
Chief Financial Officer, Estero, FL (population 36,939) in 2022
Finance Director, Fort Walton Beach, FL (population 20,000) in 2006
Finance Director, Gainesville, FL (population 133,857) in 2020
Finance Director, Groveland, FL (population 12,493) in 2018
Director, Management & Financial Services, Loudoun County, VA (population 326,000) in 2012
Manager, Office of Management & Budget, Lake Worth Beach, FL (population 37,000) in 2010
Finance Director, Lauderdale Lakes, FL (population 32,000) in 1998

Completed Searches – Finance and Budget (continued)

Finance Director, Miami, FL (population 408,000) in 2013
Finance Director, Miramar, FL (population 130,300) in 2016
Treasurer, Miami, FL (population (408,000) in 2013
Finance Director, Oregon City, OR (population 31,860) in 2012
Finance Director, Petersburg, VA (population 32,701) in 2017
Finance Director, Roanoke, VA (population 99,000) in 2014
Director of Finance and Administration, Roanoke Regional Airport, Roanoke, VA, in 2014
Revenue Operations Director, Savannah, GA (population 142,800) in 2017
Budget Director, St. Petersburg, FL (population 248,000) in 2009
Finance Director, St. Petersburg, FL (population 248,000) in 2010
Finance Director, Sunny Isles Beach, FL (population 17,000) in 2010
Finance Director, Surfside, FL (population 5,700) in 2012
Finance Director, Tamarac, FL (population 55,500) in 2005 and 2009
Finance Director, West Palm Beach, FL (population 101,000) in 2007
Chief Financial Officer, Winter Springs, FL (population 36,342) in 2022

Completed Searches – Fire/EMS/Dispatch

Fire Chief, Cape Coral, FL (population 154,300) in 2013
Fire Chief, Lauderdale Lakes, FL (population 32,000) in 1999
Executive Director, South Sound 911 (serves a population of 808,000), Tacoma, WA, in 2013
Fire Chief, St. Lucie County Fire District, FL (population 298,600) in 2018
Fire Chief, West Palm Beach, FL (population 101,000) in 2005

Completed Searches – General Services / Administration

General Services Director, Loudoun County, VA (population 349,700) in 2015

Completed Searches – Housing/Building

Building Official, Jupiter Island, FL (population 580) in 2005 and 2010
Building Official, Miami Beach, FL (population 91,000) in 2005
Building Official, Sewall's Point, FL (population 2,000) in 2006
Building Official, Tamarac, FL (population 55,000) in 2008

Completed Searches – Human Resources

Human Resources Director, Boca Raton, FL (population 84,000) in 2006
Human Resources Director, Cape Coral, FL (population 154,300) in 2013

Completed Searches – Human Resources (continued)

Director, Human Resources, Gainesville, FL (population 125,000) in 2014
Director of Personnel, Fulton County, GA (population 992,000) in 2010
Director, Human Resources, Hillsborough County, FL (population 1,292,000) in 2015
Human Resources Office, Loudoun County, VA (population 326,000) in 2011
Human Resources Administrator, Martin County, FL (population 140,000) in 2007
Personnel Director, North Miami, FL (population 56,000) in 2001
Director, Human Resources, Sunrise, FL (population 88,800) in 2015
Director, Human Resources, Roanoke, VA (population 99,000) in 2014
Personnel Director, Vero Beach, FL (population 17,900) in 2003
Human Resources Director, West Palm Beach, FL (101,900) in 2013 and 2014

Completed Searches – Health and Human Services

Director, Health and Human Services, St. Johns County, FL (population 162,000) in 2010

Completed Searches – Information Technology

Information Services Director, Cooper City, FL (population 33,382) in 2017
Information Services Director, Lauderdale Lakes, FL (population 32,000) in 1998
Information Services Director, Palm Beach County Tax Collector (population 1,300,000), Palm Beach County, FL in 2012 (partial search)
Chief Information Officer, Weston, FL (population 65,300) in 2015

Completed Searches – Parks/Recreation/Libraries

Parks and Recreation Director, Cape Coral, FL (population 179,804) in 2018
Parks and Recreation Director, Deerfield Beach, FL (population 78,041) in 2017 and 2019
Director, Parks, Recreation, & Conservation, Hillsborough County, FL (pop. 1,292,000) in 2015
Director, Parks and Recreation, Hobbs, NM (population (35,000) in 2014
District Manager, Holiday Park Recreation District, Palm Bay, FL (population 1,400) in 2007
Libraries and Information Services Director, Newport News, VA (population 183,000) in 2017
Library Services Director, St. Johns County, FL (population 162,000) in 2007
Parks and Recreation Director, West Palm Beach, FL (population 101,000) in 2006
Parks and Recreation Director, Weston, FL (population 70,015) in 2019

Completed Searches – Police

Police Chief, Farmington, NM (population 45,900) in 2014
Police Chief, Golden Beach, FL (population 355) in 2011 (partial search)

Completed Searches – Police (continued)

Police Chief, Indian Creek Village, FL (population 89) in 2022
Police Chief, Lauderhill, FL (population 66,900) in 2011 (partial search)
Police Chief, Melbourne, FL (population 76,000) in 2011 (partial search)
Chief of Police, Mooresville, NC (population 35,300) in 2016
Police Chief, Petersburg, VA (population 32,701) in 2017
Director of Administration – Public Safety, Ocean Reef Community Association, Key Largo, FL in 2016
Police Chief, Sewall's Point, FL (population 2,000) in 2007
Police Chief, St. Augustine Beach, FL (population 6,200) in 2012
Police Chief, Sunny Isles Beach, FL (population 17,000) in 2010
Police Chief, Winchester, VA (population 27,216) in 2017

Completed Searches – Public Works

Public Works Director, Aventura, FL (population 37,200) in 2016
Public Works Director, Camden County, GA (population 53,044) in 2019
Solid Waste Director, Camden County, GA (population 53,044) in 2018
Public Works Director, Chandler, AZ (population 250,000) in 2007
General Manager, Chittenden Solid Waste District, Williston, VT (population 157,461) in 2016
Executive Director, Northern Palm Beach Improvement District, Palm Beach Gardens, FL (population 200,000) in 2003
Vice President, Public Works & Operations, Ocean Reef Community Association (population 2,000), Key Largo, FL, in 2001
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Public Works Administrator, Renton, WA (population 100,953) in 2020
Public Works Director, Sammamish, WA (60,000) in 2016
Director/Capital Projects Manager/City Engineer, Sunny Isles Beach, FL (pop. 17,000) in 2007
Assistant Public Works Director, Sumter County, FL (107,000) in 2015
Assistant Public Works Director, Sunny Isles Beach, FL (population 17,000) in 2008
Public Works Director, Tamarac, FL (population 55,500) in 2003
Solid Waste Director, Tampa, FL (population 335,700) in 2014
Director, Landscaping, Weston, FL (population 65,300) in 2013

Completed Searches – Transportation

Chief Executive Officer, Chatham Area Transit, Savannah, GA (population served 286,900) in 2016 and 2022

Completed Searches – Utilities

Water Resources Director, Asheville, NC (population 87,200) in 2015
Executive Director, Cape Fear Utility Authority, Wilmington, NC (population served 230,000) in 2021
Utility Director, Danville, VA (population 43,000) in 2015
Power & Light Division Director, Danville, VA (population 43,000) in 2015
Water and Gas Director, Danville, VA (population 43,000) in 2016
Utilities Manager, Deerfield Beach, FL (population 78,041) in 2017
Watershed Management (Water and Wastewater) Director, DeKalb County, GA (population 691,900) in 2011 and 2013
Executive Director, Des Moines (IA) Water Works (serves a population of over 500,000) in 2012 and 2020
Executive Director, Emerald Coast Utilities Authority, Pensacola, FL (population served 300,000) in 2020
Executive Director, Florida Keys Aqueduct Authority, Key West, FL (pop. 90,000) in 2003
General Manager, Island Water Association, Sanibel, FL in 2018
Utilities Director, Lake Worth, FL (population 37,000) in 2009
Waterworks Director, Newport News, VA (population 183,000) in 2017
Executive Director, Onslow Water & Sewer Authority, Jacksonville, NC, (pop. 160,000) in 2009
Utilities Director, Palm Bay, FL (population 101,000) in 2005
Utilities Director, Panama City, FL (population 38,286) in 2017
Executive Director, Environment and Infrastructure, Pinellas County, FL (pop. 917,000) in 2012
Executive Director, Sewerage and Water Board of New Orleans, LA (population 369,000) in 2013
Customer Service Chief (a C Suite level position), Sewerage and Water Board of New Orleans, LA (population 369,000) in 2020
Director, South Martin Regional Utilities, FL (population 22,000) in 2013
Executive Director, Spartanburg Water, SC (population served 327,997) in 2022
Water (Wastewater) Resources Director, St. Petersburg, FL (population 248,000) in 2008
General Manager, Tampa Bay Water, FL (population served 2,400,000) in 2008 and 2021
Chief Operating Officer, Tampa Bay Water, FL (population served 2,400,000) in 2022

Completed Searches – Work Force Management

Director, Office of Economic & Workforce Development, Durham, NC (pop. on 220,000), 2009

Completed Searches – Other

Chief Operating Officer, Amelia Island Plantation Community Association, FL (population 3,000) in 2016
City Clerk, Lauderdale Lakes, FL (population 32,000) in 1998
Clerk to the County Commission, Fulton County, GA (population 1.02 million) in 2018

Completed Searches – Other (continued)

Director, Registrations and Elections, Fulton County, GA (population 992,000) in 2009
Environmental Resources Director, St. Lucie County, FL (population 261,000) in 2009
Executive Director, Sun City Summerlin Homeowners Association, Las Vegas, NV (population 14,000) in 2015 and 2017
Special Projects Coordinator, Islamorada, Village of Islands, FL (population 7,500) in 1998
Vice President for Administration, Ocean Reef Communication Association, Key Largo, FL in 2017

Appendix B

Sample Brochure:
City Manager Search
Jacksonville Beach, FL

JACKSONVILLE BEACH

CITY MANAGER POSITION AVAILABLE
Apply by August 24, 2018

Welcome to Jacksonville Beach

If you are looking for an outstanding city manager opportunity with an extremely well run local government in an unbeatable location, read on.

Jacksonville Beach is a place where the elected officials, staff, and the public take their government seriously and are proud of what they have achieved. The city has a corporate style culture and expects everything they do to be done right and to be first rate. Their police department is accredited and the city's electric utility is one of the best in the country and is loved by its customers. To top it off, the city is located on a barrier island community fronting the Atlantic Ocean a little east of Jacksonville. It offers glittering, white sand beaches, music, arts, nature, and a wonderful quality of life while retaining a family-friendly, laidback atmosphere. It is a wonderful place already, but it is also brimming with potential!

Living in Jacksonville Beach has much to offer. The people are warm, friendly, and helpful. They welcome newcomers and you will feel right at home. The city has been recognized by several organizations including being ranked #2 best on WalletHub's "2016's Best & Worst Florida Cities for Finding a Job," on NerdWallet's 2015 "Best Places to Start a Business in Florida," and ranked the 7th Best City in Florida by Mike Anderson in Cost of Living 2013.

Crime is generally quite low here (particularly given its proximity to a major metropolitan area), the schools are excellent, and medical care is outstanding. The Mayo Clinic/Jacksonville is literally 15 minutes away and it is only one of several excellent facilities in the area. Housing opportunities are varied ranging from the reasonable to the pricey (the median price of homes is in the mid-$400,000).

The opportunities for leisure are unmatched. The city has wonderful beaches that routinely grace top 10 lists for its beauty and activities along with a renowned fishing pier. Over seventy events are held here annually including blues, jazz, rock'n roll and pops concerts by the sea, beach runs, a national night out, art fairs, and much more. For those who enjoy the outdoors, you will find a boatload of activities: swimming, beach volleyball, surfing (some of the best waves in the region are found here), kayaking, windsurfing, fishing and boating.

Visitors and natives alike are delighted by dolphins frolicking just off the beach. Enjoy the Beaches Museum & History Park, Adventure Landing, and sports leagues including baseball, softball and football, or the city's newly redesigned golf course. Shopping is plentiful and it is easy to find whatever you want—if not here, in nearby Jacksonville. The nature-lover will find the area to be a paradise. Cradle Creek Preserve, the newest of Jacksonville Beach's parks, is 43.3-acres of primarily undisturbed land along the Intracoastal Waterway. To the south lies Guana River Management Area while to the north are the Timucuan Ecological and Historical Preserve as well as Kathryn Abbey Hanna Park and the Huguenot Memorial Park.

Historic St. Augustine and Fernandina Beach (on Amelia Island) are less than one hour away while Jacksonville is right next door. The latter hosts the Museum of Contemporary Art, the Museum of Science (with its Bryan Gooding Planetarium) the Jacksonville Zoo and Gardens, the Jacksonville's Time-Union Center for theater, symphony, and touring Broadway shows. The city is also home to the NFL's Jacksonville Jaguars and the headquarters for the PGA tour is located in nearby Ponte Vedra Beach

Travel is convenient in Jacksonville Beach due to its location as a nexus between major highways and ports. Jacksonville International Airport is 30 minutes away and those who love to cruise can sail out of the Port of Jacksonville or travel a few hours south to Port Canaveral, the second busiest cruise port in the world.

With beautiful sunny days and gorgeous ocean views, Jacksonville Beach is a tropical paradise, where you can work, live, play, and enjoy the beauty that Florida has to offer. The city's steady growth and strong community await a City Manager to continue the trip to its destiny of becoming a world class city.

HISTORY

Modern history begins with French Huguenots and the Spanish laying claim to the area, what would come to be known as Jacksonville Beach. Its origins as a community truly began when river pilots and fishermen built a port on the nearby river in 1831. Over time, the population grew, and by 1885, the town had 600 inhabitants, a post office, a school, and a lighthouse. Steamships visited daily, bearing beach-goers from Jacksonville.

A group of businessmen in Jacksonville devised a railway that would lead to the beaches east of Jacksonville, where they intended to develop a summer resort to attract tourists. The Jacksonville and Atlantic Railway Company was chartered in 1883 to build 16.5 miles of railway, and the company acquired many acres of oceanfront property. These were sold in lots, drawing in many prospective buyers and totaling sales of $7,514.

The area became known as Pablo Beach in 1886, named after the San Pablo River that divides the island from the mainland. The railway was completed in 1886, as well, and the first resort hotel was opened, The Murray Hall Hotel with 192 rooms and boasting its location on "The Finest Beach in the World!"

The railway continued to expand, leading to Pablo Beach's incorporation on May 22nd, 1907. The name was changed

to Jacksonville Beach in 1925. In that interim, the area's reputation grew as a boardwalk was constructed, along with dance pavilions, shooting galleries, restaurants, and other forms of entertainment.

For the remainder of the 20th century, Jacksonville Beach continued to grow. It did not, however, always thrive. In fact, by the latter half of the century, it was rather run down and unsafe. Over the last 30 years, that has all changed through a great deal of hard work, and assistance from the city government. The downtown has been revitalized and the city is once again a true destination.

DEMOGRAPHICS

See Table 1 (right) for information regarding Jacksonville Beach Demographics.

CLIMATE

Jacksonville Beach's climate is described as humid subtropical with primary seasons: the hot, rainy season, which lasts from May to September, and the mild, dry season, which runs from October to April. During the summer months, the high temperatures are typically in the high 80s, rarely falling below the mid-70s, and the afternoons often bring short bursts of rain and thunder. During the cooler months, the average temperature is in the mid-60s, with the lows landing in the mid-40s. The average rainfall is 51 inches a year.

Jacksonville Beach is less susceptible to hurricanes than much of the East Coast. In fact, the area has only received one direct hit from a hurricane since 1871—Hurricane Dora in 1964. Recently, in 2016 and 2017, Hurricanes Matthew and Irma did not pass through the city but brought wind, rain, tree damage and some flooding

Table 1: Jacksonville Beach Demographics

Estimated Population: 23,518			
Distribution by Race		Distribution by Age	
Caucasian	90.6%	0 to 15	13.2%
African American	3.7%	15 to 25	9.0%
Asian	2.3%	25 to 45	30.1%
Native American	0.1%	45 to 65	31.3%
Two or More Races	3.3%	65 to 85	14.0%
Total	100%	Over 85	2.4%
Hispanic (all races)	5.0%		

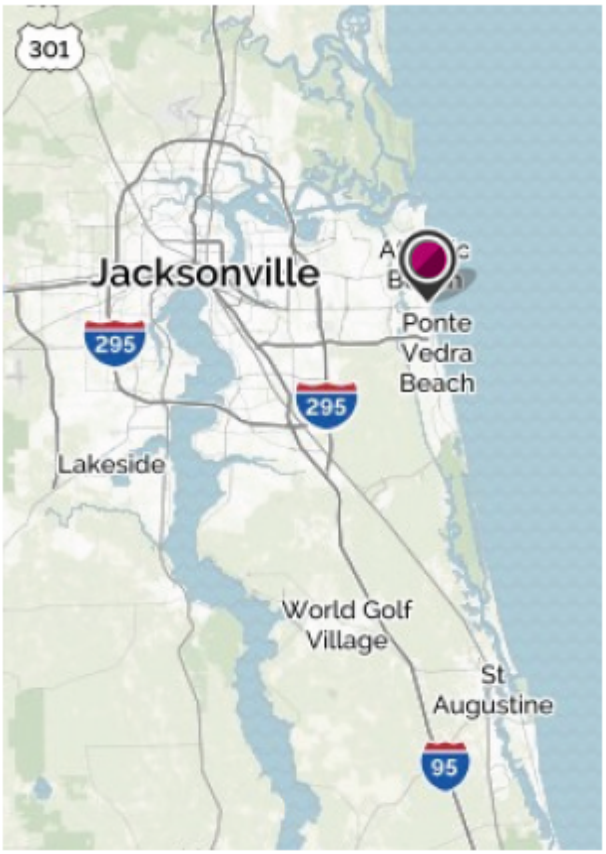
Educational Achievement (over age 25)	
High School or Higher	97.1%
Bachelor's Degree or Higher	48.6%

Other Statistics	
Median Age-Jacksonville Beach	43.2
Median Age-U.S.	37.4
Poverty Rate	8.2%

Source: U.S. Census Bureau

GEOGRAPHY

According to the United States Census Bureau, Jacksonville Beach covers a total area of 22.0 square miles, 7.3 square miles of which is land and 14.6 square miles of which is water. It is the eastern terminus of U.S. Route 90, which ends



at an intersection with State Road A1A three blocks from the Atlantic Ocean. It is due east of the city of Jacksonville and lies an average of 10 feet above sea level.

COMMERCE

See Table 2 (lower left) for information regarding Jacksonville Beach Principal Employers.

THE GOVERNMENT

Jacksonville Beach operates under a Council-Manager form of government. The seven-member City Council consists of the Mayor, three Council members elected at large, and three Council members elected by district. They serve staggered four-year terms and historically the Council has been relatively stable. The city does have, however, limits of two consecutive terms. The result is, along with retirements, three members will be leaving the Council this fall and the Mayor and remaining other three will be termed out in 2020. The Council is responsible for determining policy, passing ordinances, adopting the annual budget, appointing committees, and appointing the City Manager and City Attorney. The Council works well together generally and has a great deal of respect for city staff.

The City Manager is charged with carrying out the policies made by Council and managing

Table 2: Principal Employers, Jacksonville Beach and the Surrounding Environs

Employer	Industry	Employees
Naval Station Mayport	Military	9,000
Baptist Medical Center—Beaches	Healthcare	800
PGA Tour	Leisure	800
Ponte Vedra Inn and Club	Leisure	650
Sawgrass Marriot	Leisure	465
Optimum Healthcare IT	Healthcare	450
City of Jacksonville Beach	Government	400
TPC Sawgrass	Leisure	320
Vicar's Landing	Healthcare	320
U.S. Coast Guard	Military	300

Source: City of Jacksonville Beach, FL 2017 CAFR

the day-to-day operations of the city. The City Manager also prepares the annual budget for Council approval and hires City employees. He/she and the City Attorney are the Council's two appointees.

The city offers many services, including police, fire, code enforcement, animal control, beachfront restrooms and facilities, lifeguards along 4.1 miles of protected beach, a golf course, parks and recreation, two cemeteries, street maintenance, electric, water, stormwater, sewer, sanitation, and natural gas. Sanitation is provided through a third party and EMS transport is provided by the county.

City services are excellent and highly acclaimed. Beaches Energy is very well regarded and received the Diamond designation from the American Public Power Association for being a Reliable Public Power Provider in 2017 and was honored by the Florida Municipal Electric Association with the Building Strong Communities Award, most recently in 2015 and 2017. The Police Department has been accredited by the National Commission on Accreditation for Law Enforcement for 22 consecutive years. The city has received the Government Finance Officers Association awards for both the Comprehensive Annual Financial Report and the Annual Budget for over 20 consecutive years.

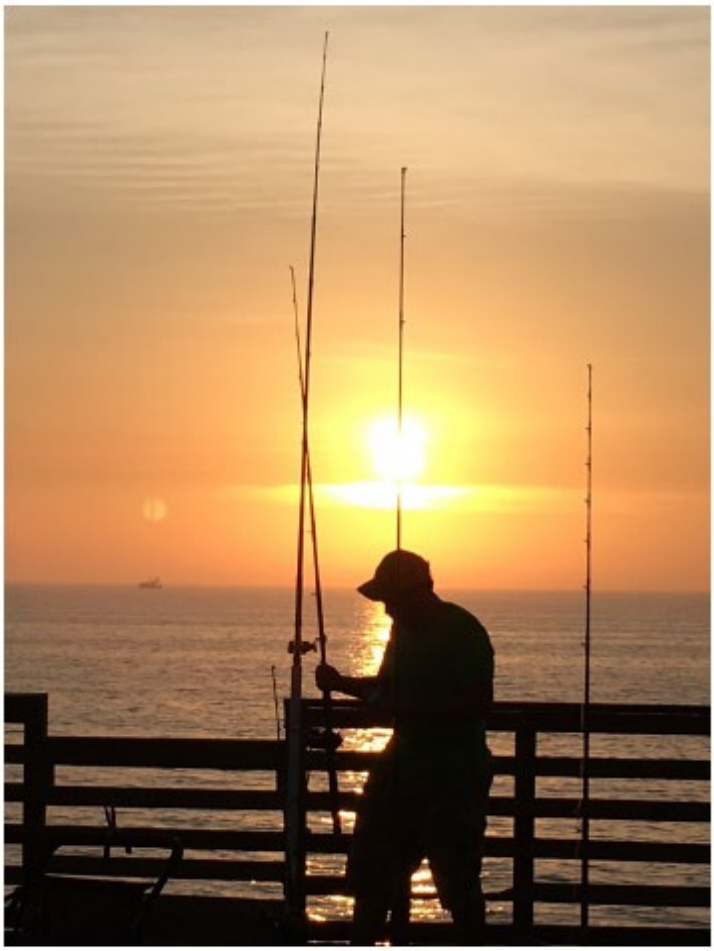
Jacksonville Beach is in extremely sound financial condition, and, through long-term planning and capital budgeting, expects to be debt-free by the year 2020. Its FY 2018 budget is $164,505,457, and the general fund budget is $21,520,576. The large majority of the difference comes from and goes to the city's utility operations. It has 343 full-time employees and 134 part-time. The largest departments are police (90 full time employees) followed by Beaches Energy (75 fulltime) and public works (67 fulltime). The city has three unions—the Fraternal Order of Police, the International Association of Firefighters and the Laborers' International Union of North America.

THE CHALLENGES AND OPPORTUNITIES

Over the past 20 years, Jacksonville Beach has made a remarkable recovery. The once blighted downtown is now a destination for residents and tourists alike. The city is extremely well run and financially sound. It is not, however, without its issues.

First, while the downtown has made remarkable progress, it is not yet where the city wants it to be. By day, the downtown is a comfortable, family-oriented beach area. From about 5 p.m. to 10 p.m., it is frequented by those out for an evening dinner and a stroll. After 10 p.m., however, the dynamic shifts and until 2 a.m., when the bars close, the area is frequented by a much younger crowd. The influx of this late-night crowd creates significant issues that require additional policing efforts. You can read about recent incidents on the internet. The city and its residents are ready to eliminate this problem. The next manager will play a large role in helping create the solution. Jacksonville Beach's downtown has the potential to rival Florida's best—Naples, South Beach, and Delray Beach.

Intergovernmental relations are a focus area. In 1968, all but four cities (Jacksonville Beach, Atlantic Beach, Neptune Beach, and Baldwin) consolidated to become Jacksonville-Duval County under one government. That created a David and Goliath situation. Cooperation with the consolidated government is essential for many areas, but in particular



because it owns the Fishing Pier in the city, most of the main thoroughfares and the Mike McCue Boat Ramp, all of which are vital to the city's health. Unfortunately, they are not always vital to Jacksonville/Duval's health. The result is repairs to the Pier - Hurricane Matthew washed away 350 feet of it in the fall of 2016—will not be completed at least until mid to late 2019, and the county roads are not as well maintained as the city would like. A related topic is relations with the state. At the present time, the Mayor has very strong relationships in Tallahassee. As noted, however, he will be leaving in 2020 and someone else will need to step up in that area.

A related topic is how the city will provide fire service. Presently, the county provides EMS transport, while the city provides fire as well as some EMS service. The two are currently discussing the possibility of the city contracting with the county for those services.

As with most Florida coastal communities, ensuring that the beach does not recede is a continuing concern. When replenishment is needed, it will require coordination with the county, state and federal governments.

In another area, staffing may become an issue. Salaries at the county government are growing faster than those in the city. Further, as the region's prosperity continues, Jacksonville Beach will need to compete to keep its outstanding employees and that will have a

budgetary impact. A second personnel issue is that some key staff are retiring. The Public Works Director recently retired and the Police Chief will leave in January. The former's replacement has already been hired but the next manager will be responsible for selecting the next Police Chief. Succession planning is an area that will need more focus in the future.

Finally, whoever is selected will follow a very successful, long-term manager. After 23 years of extremely successful leadership, he has left very big shoes to be filled. Therefore, team building should be a priority for his replacement.

THE IDEAL CANDIDATE

Jacksonville Beach is seeking a highly motivated leader with a commitment to team and participative management. The individual will be a strong, experienced, ethical, forward thinking professional manager with a commitment to keeping abreast of new technology and other issues relating to local government management, an outstanding leader who will partner with the City Council, staff and residents to make the city the best it can be. He/she will be extremely competent as demonstrated by a track record of achievement. The individual will be a trusted advisor and skilled in building relationships and consensus. At the same time, the city is not looking for a yes man or woman. He/she will have a strong backbone and will be comfortable telling the Council diplomatically what it needs to hear rather than what it wants to hear. Speaking candidly to them and others will be important. The manager's only interest will be doing the right thing for the right reasons and what is best for the city and its residents.

The ideal candidate will be approachable, proactive, innovative, and have a passion for the city. He/she will be comfortable in the community and spend time interacting with residents and business owners. Providing outstanding customer service will be a core value and the manager will accept nothing less than excellence. He/she will lead by example, recognizing the customer may not always be right but their concerns must always be taken seriously, and treated with dignity and respect, with an effort made to resolve the issue favorably. Where the concern cannot be resolved to the customer's satisfaction, an explanation of why will be provided.

The manager will be a people person and have outstanding communications skills not just in speaking and writing but also listening, diplomacy and finesse. He/she will be able to break highly complex issues into simple pieces that everyone can understand. The individual will understand the need to share information and promote transparency. He/she will handle stress well and remain calm, rational, and effective in moments of crisis. When a problem arises, the manager will understand it, and deal with it quickly.

Personally, the next city manager will be upbeat, friendly, outgoing, intelligent, organized, cheerfully persistent, and positive—someone with a "can do" attitude and one who is visionary yet practical, and definitely not a bureaucrat. While process is important, he/she will realize it cannot override common sense. At the same time, the individual will be humble and recognize he/she does not have all the answers. The individual will be naturally curious and have strong analytical skills. The best candidate will be open to new ideas and willing to learn from everyone, including subordinates. He/she will know giving others

the credit is often the best way to get things done. The manager will be honest and exhibit unquestioned integrity.

The manager will like a challenge, think strategically, and visualize solutions. The individual will be able to anticipate potential issues and resolve them before they become problems. The best candidate will understand the importance of the day-to-day, but will not let it divert his/her attention from the need to plan for the long term and from accomplishing what needs to be done to ensure the city's future success. He/she will be able to look over the horizon, anticipate potential problems and take action to ensure they never come to fruition. The individual will constantly seek better ways to accomplish the city's mission, strategies, and day-to-day business. Knowledge of the application of information technology to optimize processes will be useful.

Overall, the staff is very strong and needs a leader, not a micromanager. The ideal candidate will set forth priorities, delegate, and then step back and allow those responsible to achieve the results. In fact, the individual will realize the staff members are the city's most important resource and offer encouragement, reward success and win their respect. Part of the manager's role will be to be a mentor and to help staff reach its full potential. That said, the next manager will ensure he/she is kept informed, expect deadlines to be met and anticipate timely results.

As noted, Jacksonville Beach is extremely strong financially, and the next manager will need to continue that tradition. As such, he/she will be extremely skilled in budgeting, finance, and fiscal management. Given the city has three unions, it will be important that the new city manager have demonstrated successful experience in labor relations and collective bargaining.

Experience working with Community Redevelopment Agencies (CRAs) and with redevelopment projects is important. Jacksonville Beach is largely built out so future growth will come from replacing what is already here. As a result, experience with infrastructure development/ replacement projects will also be critical.

Skill in intergovernmental relations and building partnerships with other agencies will be critical. Knowledge of and experience in the operation and management of utility systems (including electric, gas, water, wastewater, and stormwater) is a significant plus. The ideal candidate will have at least seven years of progressively responsible experience in municipal management and at least five years as the manager or assistant manager. A Bachelor's degree from an accredited college or university, with a major in administration, management or a related field, is required. Finally, the City Council hopes to find a manager who will view Jacksonville Beach as a jewel in its own right and not a stepping stone. It hopes its next manager will honor the practice of its most recent manager and stay a long time.

COMPENSATION

The salary range is $140,000 to $170,000. The actual salary will depend on qualifications and experience. Benefits are excellent. The City Manager can join the city's defined benefit pension program with full retirement at age 62 and 10 years of credited services or have contributions made to a 457 deferred retirement plan.

THE MOST RECENT CITY MANAGER

The most recent city manager is retiring after 23 years with the city.

RESIDENCY

The city manager is required to reside within the city limits during his/her tenure as manager.

HOW TO APPLY

E-mail your cover letter and resume to Recruit49@cb-asso.com by August 24th. Faxed and mailed resumes will not be considered. Questions should be directed to Colin Baenziger at (561) 707-3537 or David Collier at (772) 220-4320.

INTERNAL CANDIDATES

No internal candidates are expected to apply.

CONFIDENTIALITY

Under the Florida Public Records Act, all applicants are subject to disclosure upon receipt. As a practical matter, we do not expect extensive coverage until after semi-finalists are named on October 1st.

THE PROCESS

Applications will be screened between August 25th and September 30th. Finalists will be selected on October 1st. A reception and interviews will be held on October 11th and 12th with a selection shortly thereafter.

OTHER IMPORTANT INFORMATION

The City of Jacksonville Beach is an Equal Opportunity Employer and encourages women, minorities and veterans to apply. A veteran's preference will be awarded per Florida law.

ADDITIONAL INFORMATION

For additional information about the city visit:

http://www.jacksonvillebeach.org/

COLIN BAENZIGER & ASSOCIATES
EXECUTIVE RECRUITING

Appendix C

Sample Candidate Report

COLIN BAENZIGER & ASSOCIATES

EXECUTIVE RECRUITING

Sample Candidate Report

[Note: The following materials are provided with the permission of the candidate.]

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Cover Letter and Resume

March 26, 2020

Mr. Colin Baenziger
Colin Baenziger & Associates
2055 South Atlantic Avenue, Suite 504
Daytona Beach Shores, Florida 32118

Dear Mr. Baenziger:

Please accept the enclosed résumé for the position of City Manager for the City of Cape Coral, Florida. I am confident that my organizational and leadership abilities, educational background, and diverse professional experience are well-suited to the specific requirements of the position.

As indicated in the enclosed résumé, my professional background includes more than 25 years of progressive and responsible local government management experience. As an ICMA Credentialed Manager, I presently serve as the deputy city manager for the City of Fort Lauderdale, Florida. Prior to Fort Lauderdale, I served as the city manager for the City of Savannah, Georgia. In that capacity, I reported to a nine-member city council, created a new strategic plan - SAVANNAH FORWARD, led a family of 2,513 exceptional employees, and implemented a lean operating budget of $408 million and a capital improvement plan in excess of $407 million.

My previous experience includes serving as deputy county administrator for Broward County Florida; deputy county manager for Fulton County, Georgia; and assistant to the county administrator, Broward County, Florida. Collectively, my service in these progressive communities has provided me with extensive knowledge and expertise in all aspects of local government operations including affordable housing, strategic planning, transportation, budget development, community services, economic development and community revitalization, human services, and public safety, among others.

I am confident that I bring the right skills, experience and talents to the position. If you would like to schedule an interview or discuss my interest in the position, please contact me at (954) 940-1065 or at robhernandez@comcast.net. Thank you for your consideration.

Sincerely,

Roberto Hernandez

Roberto Hernandez

Enclosure:
- Résumé

ROB HERNANDEZ

1873 Northwest 113th Way, Coral Springs, Florida 33071 | 954-940-1065 | robhernandez@comcast.net

Profile

Proven, resourceful, and results-focused public administrator with more than 25 years of progressive local government management experience. ICMA-Credentialed Manager known for leadership, professionalism and organizational abilities.

Relevant Experience

Deputy City Manager — 2019 - Present
City of Fort Lauderdale, Florida

City Manager — 2016 - 2019
City of Savannah, Georgia

Deputy County Administrator — 2013 - 2016
Broward County Board of County Commissioners; Fort Lauderdale, Florida

Deputy City Manager — 2011 - 2013
City of Coral Springs, Florida

Deputy County Manager — 2008 - 2011
Fulton County Board of County Commissioners; Atlanta, Georgia

Assistant to the County Administrator — 2003 - 2008
Broward County Board of Commissioners; Fort Lauderdale, Florida

Various Positions — 1994 - 2003
Broward County Board of Commissioners; Fort Lauderdale, Florida

Education

Master of Public Administration
Nova Southeastern University; Fort Lauderdale, Florida

Bachelor of Public Administration
Florida International University; Miami, Florida

Current Professional Affiliations

International City / County Management Association (ICMA) – Credentialed Manager

Florida City / County Management Association

Broward City / County Management Association

Candidate Introduction

Rob Hernandez

EDUCATION

- Master of Public Administration, Nova Southeastern University
- Bachelor of Public Administration, Florida International University

EXPERIENCE

• Deputy City Manager; City of Fort Lauderdale, FL	2019 – Present
• City Manager; City of Savannah, GA	2016 – 2019
• Deputy County Administrator; Broward County, FL	2013 – 2016
• Deputy City Manager; Coral Springs, FL	2011 – 2013
• Deputy County Manager; Fulton County, GA	2008 – 2011

BACKGROUND

Fort Lauderdale is the largest municipality in Broward County and the ninth most populated city in Florida, slightly ahead of Cape Coral. Smaller in geographic area than Cape Coral, the city encompasses 38 square miles with a population of 186,220. A popular tourism destination, the city is often referred to as the "Venice of America" because of its many inland waterways, not too dissimilar to Cape Coral's "Water Wonderland" designation.

The City of Fort Lauderdale is a full-service municipal corporation that provides police protection, fire-rescue services, parks and recreation programs, potable drinking water to a service area both within and outside the City limits along with wastewater collection and treatment, sanitation services, development regulation, parking, and street maintenance. The City also operates a general aviation airport, a downtown heliport, an aquatic complex, and an auditorium. Its current general fund budget is more than $373.7 million or $832.7 million in total.

As the deputy city manager, I assist the city manager in overseeing municipal operations, specifically coordinating the activities of the Transportation and Mobility, Public Works, Sustainable Development and Parks and Recreation departments. Collectively these departments have a combined operating budget of $380 million and 1,527 full-time employees.

The three most critical issues facing the city are:

- Infrastructure
- Resiliency
- Affordable Housing

Both Fort Lauderdale and Cape Coral have identified infrastructure as key elements of their adopted strategic plans. Fort Lauderdale's emphasis is by necessity due to a series of recent high-profile infrastructure failures and a state mandated consent order. Fort Lauderdale's initial development boom occurred between the 1950s and 1970s during which the majority of the city's

infrastructure was installed. Materials of that era include cast iron pipe which is now failing regularly as a result of corrosion and erosion. From the 1990s until today, the city experienced a vertical development boom witnessed by large-scale redevelopment on its barrier island and downtown. This explosive growth was not matched by investments in infrastructure capacity, redundancy, and resiliency. Missteps occurred along the way, including transferring more than $20 million annually from the Water and Sewer Fund to the General Fund as a "return on investment", reduction in preventative maintenance activities, and failure to modernize its primary water treatment plant. The consequences of these decisions would surface years later as sewer main breaks, water line breaks, and flooding would disrupt life throughout the city. The City has identified more than $1.2 billion in needed infrastructure improvements over the next 25 years. In addition to rectifying years of disinvestment in its water utilities, the City's park system and public safety facilities have suffered a similar fate. The City is now implementing a $200 million parks bond and $100 million replacement police headquarters bond referendum to improve those facilities.

Sea level rise is Fort Lauderdale's second biggest issue. Fort Lauderdale has made adaptation to climate change and rising sea levels a top priority. Many neighborhoods in Fort Lauderdale now experience chronic flooding on a regular basis. According to recent projections issued by the Southeast Regional Climate Change Compact, 10-17 inches of sea level rise by 2040 and 21-64 inches are possible by 2070. The City now requires the impact of sea level rise to be incorporated in future infrastructure master plans. Also, City-owned seawalls are being replaced and elevated, tidal valves have been installed in flood-prone areas, and the City is exploring the feasibility of raising road elevations in certain neighborhoods that are threatened by sea level rise.

Fort Lauderdale's housing costs are now among the highest in the nation. More than 60 percent of households in the city spend more than 30 percent of their income on housing. The price of single-family homes has increased 41 percent since 2013. In 2018, the median sale price for a three-bedroom home was $440,000. A four-bedroom home is now $835,000. Given the high cost of homeownership, many are forced to rent; however, rental costs are equally unaffordable with the average two-bedroom rental costing $2,705 monthly. Three bedrooms, $3,204. The City is attempting to incentivize various housing types to support all income groups by providing zoning incentives such as height and density bonuses, no- or low-interest loans, or grants to developers to facilitate the construction of more affordable units. Without an affordable and diverse housing stock, the city, county, and region will not succeed in creating a diversified and balanced economy.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Cape Coral is a jewel for public administration professionals to practice their craft in a progressive environment. The challenges in Cape Coral are similar to those I have faced throughout my career as a city manager or deputy manager. For those reasons, I believe that the combination of my experience as a proven leader understanding local government in Florida, the ability to work with elected and appointed officials and the ability to understand and solve problems will allow me to excel as Cape Coral's next city manager.

Many can manage but few can lead. Management is something I did earlier in my career; at this point in my professional career and personal life, I believe it is more important to exercise leadership. As leaders, we must communicate a clear vision and direction. We must demonstrate a passion for what we do – that is, to make a difference every day. For me, leadership is situational. When time, resources, and skills permit, my leadership style is participatory and collaborative. In other circumstances, it must be directive.

Great leadership is infectious. People are your greatest assets. It is important to create an environment where people want to work hard by making things fun, challenging, and rewarding. I believe in building a positive work climate where people are appreciated and valued. I like to consider myself a "macromanager" rather than a micromanager. I view my role as explaining the project or task, the expected result and deadline, and monitoring performance on a regular basis. I track projects and assignments using a Sharepoint site and meet with staff on a routine basis to review progress. I meet with staff more frequently on an as-needed basis. I describe what needs to be done, provide them the resources, get out of their way, and hold them accountable. So far, I think this approach has worked.

I am confident that staff and elected officials would describe me as professional, thorough, hard-working, ethical, honest, opinionated, and transparent. They would hopefully view me as engaged, participative and inclusive and valuing open communication and feedback, while also allowing for empowerment and accountability.

Two strengths that others will point to are my transparency and ability to make strategic decisions. In terms of a weakness, I believe that my commitment to my organization and loyalty to my teammates has led others to conclude that I can be defensive at times.

Regarding performance measurement, I believe it starts at the top with the governing body establishing a clear strategic vision for the organization, and cascades downward. Once key strategic objectives are defined by the governing board, it is the manager's job to develop strategies to meet those strategic objectives. Business units then must identify those operational efforts and measures that are aligned with the strategies and long-term objectives. Those help form the basis for developing individual performance measures that are included in performance reviews.

In terms of a significant professional achievement, the revitalization of the Fulton Industrial District (FID) in metro-Atlanta, one the largest industrial, warehousing and logistics centers in the southeastern United States, is one that I am most proud of. In the fall of 2008, I toured FID as Fulton County's new deputy county manager. What was once a leading center of economic activity was now rife with rampant prostitution, open drug sales, shuttered buildings, neglect, and decay. FID was well into a state of decline that began in the 1980s as its warehouses were abandoned for taller and larger ones elsewhere and manufacturing disappeared overseas. I observed conditions that I had never seen in my career until that day. Families called extended stay motels home. A police detective explained how FID was the child prostitution hub for the entire metropolitan Atlanta region. After a woman was found locked in a dog crate in one of FIDs many hotels, I was horrified and said: "not anymore – not on my watch."

For the next three years, we made it our mission to make FID better. We used every conceivable resource within county government and put together a team of county agencies that included everything from arts to zoning. We rolled up our sleeves and went to work. We attacked the issues from every angle: from health to human services to public safety. With the help of a dedicated team, we accomplished a remarkable turnaround that included:

- Adoption of the Fulton Industrial Redevelopment Framework
- Designation by the State as an "Opportunity Zone", providing needed economic incentives
- Establishment of the Fulton Industrial Community Improvement District, a self-taxing entity to take on area wide governance and improvements
- Establishment of the South Fulton Service Center which relocated two county commissioners, police, fire, and all other unincorporated area services to FID

Today, FID is healthy and vibrant. It is now a place where businesses invest rather than flee.

My biggest disappointment thus far involves the establishment of a fire assessment fee in Savannah. A $14 million budget deficit welcomed me upon arriving in Savannah in October 2016. As I tackled the deficit with my new team members, I realized the City had a structural imbalance that needed a long-term solution. Although revenue growth was respectable, it lagged projected expenditures well into the future. Working with the city council, we agreed to a stopgap approach for Fiscal Year 2017 with the understanding that we would bring back long-term options the following year. Fiscal Year 2018 presented a $12 million imbalance and to address it, I proposed a fire service assessment using an approach and the same consulting firm as Cape Coral. After spending considerable time and effort creating such a fee, the city council adopted the budget with this fee. The fee provided financial stability, allowed us to lower the millage rate, and provided resources to address capital needs and service priorities. The fee was controversial and faced stiff public resistance. Continued opposition to the fee caused the city council to reverse its decision midway through the fiscal year, requiring us to identify more than $16 million in new revenue and expenditure reductions. Rescinding a budget halfway through the fiscal year was disruptive to operations. In retrospect, I did not anticipate such stiff opposition since we held more than 60 community meetings and thought we had obtained community buy-in to the extent we could. Newspaper editorials supported our approach. In the end, the fire assessment was reversed, the equivalent of two engine companies eliminated from the fire department's budget, and the millage rate increased. The painful lesson I learned throughout all of this is that local government must do a better job educating the public on how well it is performing and safeguarding the public's resources. It was a painful lesson – it still hurts to sit to this day.

Employee terminations are always an unfortunate aspect of what we do as leaders. Unfortunately, I have had to dismiss employees throughout my career for poor performance or poor leadership. While it is never an encounter that brings pleasure or satisfaction, these separations were not a surprise to the affected individual. In every instance the individual was counseled and made aware of performance deficiencies beforehand, corrective actions identified, and the consequences of not meeting the performance standards explained. I hope that in every instance, I treated the employee with respect and dignity. I allowed them to "write their final chapter" with the organization and

allowed them to leave at the top of their game with a celebration of their accomplishments to the organization.

The issues and challenges facing Cape Coral's next city manager are:

- Leading in the Post COVID-19 Era.
- Ensuring continued Smart Growth.
- Continuing to expand and upgrade critical infrastructure.

Sadly, Cape Coral's next city manager will have to lead the organization through the aftermath of Covid-19's devastation. Although the City has a diversified revenue base not overly dependent on one specific funding source, it can expect revenues of all types to be impacted. While the financial realities of the pandemic will become clearer in the months to come, Cape Coral's next city manager will need to assess the financial impacts and determine how to continue basic municipal services, allow for certain aspects of the local economy to resume and balance the workforce and service demands with the new fiscal realities.

Second, Cape Coral's next city manager will need to continue to position the city for growth once the post-COVID 19 recovery begins to take shape. The City will need to continue progressive land use policies and zoning incentives to attract orderly and smart development to greenfields and redevelopment. Promoting growth in the tax base and employment for the city's residents must be a top priority. Fortunately, Cape Coral is well-positioned to attract further economic investment once the nation and the state adjust to the realities of the post-pandemic world.

Finally, investments in infrastructure must continue to drive the next city manager's agenda. During difficult times, many municipalities defer or eliminate investments in critical infrastructure improvements. This is a grave mistake and the next city manager must avoid the urge to gut capital investment plans. Since capital investments are long-term in nature, it is important that Cape Coral's next city manager appreciates the need to ensure adequate investments are made in all facets of municipal infrastructure including roadways, water utilities, facilities, and information systems. For Cape Coral, this includes expanding infrastructure utilities to areas currently not served plus parks and open space to accommodate neighborhood growth. The benefits of such continued investment will pay off in the longer-term. It is important to take a long-term view rather than an immediate one, however painful it may be.

If selected for the position, during my first six months I will:

- Listen, listen, and listen to understand issues, challenges, and desires of all stakeholders: elected officials, neighborhood groups, organized labor, business community, education representatives, the local media, and others;
- Forge a close relationship with the City Council and Mayor;
- Review goals and objectives for the organization with the Mayor and City Council;
- Reach out to department directors and learn about their challenges, priorities, and programs;

- Meet as many employees as possible by conducting several "town hall" sessions;
- Establish trust and credibility with all stakeholders; and.
- Become familiar with the community and it is culture.

As for media relations, I appreciate the work the media does. The media can be a great asset if managed properly and cultivated. Being open and honest with them is important. Integrity is an essential part of the relationship with the media. In Savannah, I practiced an open-door policy with the media and reserved a better part of Tuesdays to meet with them. I am not aware of anything in my background that could be considered embarrassing to a potential client.

Social media is an effective tool in keeping the public informed and is changing how government communicates with its various constituencies. I have used social media, primarily twitter, to keep interested individuals informed with short briefs on an issue. This helped us shape our story and put us in leading the community conversation rather than delegating that role to media. I have used social media to help sustain interest on an issue and to keep the public informed on upcoming discussions or significant events. During workshops or regular meetings of my elected body, we would "tweet" aspects of the discussion. In Fort Lauderdale, we rely on ZenCity to help us mine social media on a regular basis to help us gauge public sentiment on a variety of issues.

There is "no dirt" on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night. I also treat people with professionalism and respect. I am honestly not aware of anything in my professional or personal lives that could be viewed negatively. However, while serving as the city manager of Savannah, there were a few individuals who were not supportive of my efforts or views. You may find some blogs critical of my opinion on building materials in the city's landmark historic district, my hesitance in assuming the operating costs of a regional expressway, and of the ill-fated fire assessment. Regardless, I always conducted myself professionally and never brought any negative attention to the elected officials or the organization I worked for.

My personal interests include the outdoors and pursuing home improvement projects.

ADJECTIVES OR PHRASES THAT DESCRIBE ME:

Driven, Professional, Focused, Disciplined, Organized, Thorough

REASONS FOR CONSIDERING LEAVING CURRENT POSITION:

I am considering opportunities beyond Fort Lauderdale because I believe that I can have a greater impact on an organization and a community by serving in the top leadership role.

CURRENT SALARY

+/- $217,000 plus $4,680 auto allowance and $1,310 cell phone allowance.

CB&A Background Checks

Background Check Summary for ROBERTO HERNANDEZ

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
State	
Florida	No Records Found
Georgia	No Records Found

Civil Records Checks:

County	
Broward County, FL	No Records Found
Chatham County, GA	No Records Found
Fulton County, GA	No Records Found
Federal	
Florida	No Records Found
Georgia	No Records Found

Motor Vehicle	
Florida	No Records Found
Credit	Very Good
Bankruptcy	No Records Found
Education	Confirmed
Employment	Confirmed

Under the Fair Credit Reporting Act, 15 U.S.C. 1681-1681Y, credit and bankruptcy information are very sensitive and should not be used be in the consideration of hiring. The information is included for each candidate because we do not want you to be surprised if third parties raise what they consider to be a concern.

Background Check Summary for ROBERTO HERNANDEZ Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: ROB HERNANDEZ

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any yes answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
   Yes ☐ No ☒
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
   Yes ☐ No ☒
3. Have you ever declared bankruptcy or been an owner in a business that did so?
   Yes ☐ No ☒
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☒
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
   Yes ☐ No ☒
6. Have you ever been charged with driving while intoxicated?
   Yes ☐ No ☒
7. Have you ever sued a current or former employer?
   Yes ☐ No ☒
8. Do you have a personal My Space, Face Book or other type of Web Page?
   Yes ☐ No ☒
9. Do you have a personal Twitter Account?
   Yes ☐ No ☒
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
    Yes ☐ No ☒
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
    NONE

Attested to: _____
Signature of Applicant

Please email this form via PDF DOCUMENT to Lynelle@cb-asso.com or via fax to (888) 539-6531 no later than 5:00 PM PST 04/13/2020.
(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

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CB&A Reference Notes

Elizabeth Taschereau – Director of Developmental Services, City of Margate, FL
954-884-3686 954-218-9798

Ms. Taschereau has known Mr. Hernandez since 2011 when he was hired as the Deputy City Manager for Coral Springs. She was the Community Redevelopment Agency Coordinator and reported to him. She later followed him from Coral Springs to the Savannah when he became the City Manager. She had enjoyed working for him and had wanted to continue learning from him so much that she willingly commuted between her home in Florida to her job in Georgia. After he left Savannah to go to Fort Lauderdale, she also left.

Mr. Hernandez was a successful and professional leader. He had strong project and time management skills. Ms. Taschereau especially admired how well he kept track of numerous project deadlines on his calendar, which she had access to when working under him. He worked well with team and delegated excellently. The only possible weakness he had was his high expectations. He strove to accomplish much, and he expected his staff to perform similarly. Such expectations may have been overwhelming for some who were unsure of their abilities to accomplish their tasks. However, staff members were able to look back and be amazed by how much and how well they accomplished those tasks. Though his high expectations were a challenge for some, many Cities turned around for the better because of his drive.

Mr. Hernandez worked on numerous high profile projects, such as building a new city hall. The old city hall was built in 1905. It was very much out of date and far too small for a city of Savannah's size. That said, building a new city hall spurred a great deal of controversy over architecture and location. Recognizing it as a critical need, Mr. Hernandez took charge of the project and eventually achieved community acceptance of the building's location downtown and of the architecture. It all came about in approximately a year and a half and the new city hall celebrated its grand opening in 2018. Another significant project he worked on as upgrading the City's arena while working with a management company. He was able to renovate the facility while negotiating a contract that was eventually approved by the County Commissioner. It was a huge accomplishment.

Mr. Hernandez was very inclusive of employees in projects, meetings, emails, status reports, memos, and other forms of communication. He communicated in a way they easily understood, and he expected his staff to communicate with him. Such an inclusive mindset was different for staff from the Cities of Coral Springs and Savannah, where the culture was less inclusive. He managed several internal and external projects that involved multiple people across different divisions. Many commented how they had not enjoyed such high communication levels before Mr. Hernandez came. Previously, little communication occurred between divisions. As such, decisions were delayed and less efficient. When he effectively included different groups to integrate on multi-division projects. He helped projects move forward.

Mr. Hernandez also generally made good decisions. He had high integrity. He made the best recommendations and decisions possible for the community as a whole. He did consider the input of groups with special interests, but he strove to make the best possible decision. He also made good decisions with staff members. For example, he reorganized the Savannah City staff, which

composed of approximately 2,400 employees. This momentous change created openings, which he filled with sharp and high performing individuals. The new employees immediately began planning and establishing standard procedures. The City began to change, and consequently, so did the community. Furthermore, Mr. Hernandez greatly believed in committees. He formed several committees with the Human Resource Department and with staff, sometimes even bringing in external panel members if necessary. He wanted people in high-level positions to make decisions together.

As a great public speaker, Mr. Hernandez worked well with the public. He always remained composed and professional. He had excellent presentation skills. People were generally perceptive to his ideas when he spoke, and he communicated well when invited to speak for different organizations. Even if some people at those meetings were exceedingly unprofessional toward him, he managed himself well. He performed well despite those difficulties. In addition, Mr. Hernandez worked well with individuals. He educated others, providing recommendations on what the Mayor and others needed to vote on. Because of these interpersonal abilities, Mayor and Councilmembers voted on multiple successful projects. Moreover, Mr. Hernandez had good financial skills. He used a hands-on approach with the city budget and worked closely with chief financial officers and the Budget Director. He wanted to ensure he understood the budget accurately.

Though a change agent, Mr. Hernandez did not seek change for the sake of change. He carefully evaluated a City's situation, whether involving technology, processes, or even City culture. He observed how others managed tasks before he made necessary changes to keep the City moving forward. Ms. Taschereau has done her best to incorporate this valuable lesson into her own leadership skills. Also, Mr. Hernandez an effective problem solver. He solved numerous issues that had existed for long periods of time. Some problems required many changes and more money, which made certain solutions difficult to implement. He attempted to solve these, and then he put plans into place to initiate these necessary changes once enough resources were available. Other problems were out of his realm of influence. As such, Mr. Hernandez made good recommendations, even if people did not follow his advice.

Ms. Taschereau is unaware of anything in Mr. Hernandez' personal or professional background that will concern a future employer. She would definitely hire him if possible. As someone who has worked for him, she knows how good he is at overcoming challenges and managing a city. Mr. Hernandez is passionate about municipal work. He wants his employers to be high-performing organizations. He has been and will continue to be a very good Manager.

Words or phrases used to describe Roberto Hernandez:

- Successful,
- Professional,
- Collaborative,
- Inclusive,
- High integrity,
- Good speaker, and
- Influential.

Strengths: Project management, leadership and staff management, presentation abilities, financial understanding.

Weaknesses: His high expectations can be daunting at time, but his expectations drive people to accomplish goals they previously thought they were incapable of achieving.

Skye Patrick – former Director of Libraries, Broward County, FL 562-940-8400
562-659-1155

Ms. Patrick has known Mr. Hernandez since 2014. She really enjoyed working with him and learned much from him.

Public Administration was Mr. Hernandez's strong suit. He was thoughtful and he understood County policy and procedures very well, which meant he navigated in a way that was very helpful to his department. He did not know much about the library system when he was hired, but he studied and learned about how they operate and developed a good understanding.

The Directors hired by Mr. Hernandez were very good selections. He sat on the panel that hired the Finance and Business Administrator, and helped with the searches for the Aviation Director and Human Services. When making decisions in general he was very thoughtful and took the time to gather information.

In general, Mr. Hernandez maintained the organization at a high level and had learned from his department heads to be innovative and creative. They had a monthly meeting where Mr. Hernandez provided information on organizational changes. Ms. Patrick headed a very large organization with many issues. He was always available and responsive.

Some community members were very aggressive. Mr. Hernandez took the time to attend both scheduled and off the cuff meetings with individuals who had concerns about an issue. His openness and willingness to address an issue immediately, without any delay, was impressive.

In his capacity Mr. Hernandez really tried to lead the organization, and was creative and thoughtful in meeting goals. He worked very well with the Board, which consisted of nine voices with sometimes conflicting concerns. He protected the department heads when necessary and did a great job balancing the administration and the politics, which is no small feat.

Several major personnel issues involving union members were escalated to upper management. Mr. Hernandez was not required to attend the meetings but he came to help negotiations. The union had between 500 and 600 members. He helped navigate the very rocky road between the union relationship and County protocol. He showed great initiative in addressing problems that existing prior to his arrival. He helped resolve long-standing issues in only 2 to 3 meetings.

Mr. Hernandez was given directives to create a business plan for the new Panther Stadium. The process took several months and he worked with several departments to create the business model. He also worked on a new transportation plan that was very complex. The process has spanned for several years and involves 15 of the 31 cities in Broward County.

They were short 800k in a capital budget of $5 million dollars. Mr. Hernandez worked with the staff to review the overall budget and prioritize projects. Several of the big-ticket items related to technology were prioritized, and he found a way to upgrade their enterprise software.

They only knew each other for a few years, but Ms. Patrick does not know anything controversial that involves Mr. Hernandez.

Broward County has a $6.5 million dollar budget with 31 cities plus some incorporated areas. Ms. Patrick would hire Mr. Hernandez and feels he is well suited to run a community the size of Broward County or slightly larger. Every department head he worked with has a positive opinion of his management and leadership qualities. Employees are comfortable working with him and felt very supported by him. He ensured that Ms. Patrick had the financial resources she needed. She confidently recommends him for a Manager position.

Words or phrases used to describe Roberto Hernandez:

- Extremely thoughtful,
- Very intelligent,
- Incredible business mind,
- Perfectly capable administrator,
- Incredible leadership qualities, and
- Shows initiative and foresight to present quantifiable outcomes.

Strengths: Thoughtful; understands policy and procedures; public administration; learns what he needs to know.

Weaknesses: He could have a greater understanding of the different lines of work that each department head was responsible for.

Van Johnson – Mayor, City of Savannah, GA 912-651-5988 912-651-6444

Mr. Johnson worked with Mr. Hernandez between 2016 and 2019 when Mr. Hernandez became the Savannah City Manager. Mr. Johnson and Mr. Hernandez had a good relationship.

Mr. Hernandez performed decently as City Manager. He was smart, strong-willed, and a hard worker. He was a workhorse who innovatively tried to find solutions to problems. He was always quite professional, cordial, and direct. At times, his passion and directness may have caused people to think Mr. Hernandez was emotional or overly direct. However, these traits were a function of his military background.

Mr. Hernandez had good communication skills. He kept Mr. Johnson informed via email, phone, and personal communication when appropriate. Mr. Hernandez generally made good decisions and usually made good decisions when hiring personnel. He was customer service oriented. He accomplished tasks in a timely manner.

Additionally, Mr. Hernandez tried to make the City to a high-performing organization. He recognized several structural financial issues within the City and put the City on track. He was

both a leader who rallied employees around the organization's vision and a manager who oversaw processes behind a desk. He worked hard to effectively solve problems to the best of his abilities. For example, he brought about a strategic plan for the City, which had not existed prior to Mr. Hernandez's arrival. He led the Council and the organization to determine a goals and priorities. The Savannah Forward strategic plan is still currently used.

One of the largest criticisms against Mr. Hernandez was that he was less social than the public expected their Manager to be. Certainly, he was kind and polite. He had experience working with the public and sometimes was out in the public attending community meetings to represent the organization. However, he often worked more than he socialized.

At times, Mr. Hernandez experienced some difficulties wading through the City's Council-Manager form of government. These hardships were not entirely his fault because some councilmembers violated these lines at times. Usually, Mr. Hernandez persevered. Eventually, these challenges became too much for him to bear. For example, he proposed instituting a City fire fee similar to what Florida cities used to address the City's structural deficits. The Council accepted the idea. However, when the public became upset with the fee, the Council blamed him for the failure. Furthermore, the previous Mayor needed a scapegoat for some of his poor decisions and blamed Mr. Hernandez – even though the City Manager only carried out decisions made by the City Council.

Mr. Johnson is unaware of anything in Mr. Hernandez's background that will concern a future employer. If given the opportunity to rehire Mr. Hernandez, Mr. Johnson would consider him as a candidate. Given the difficult circumstances in Savannah, Mr. Hernandez was a great Manager.

Words or phrases used to describe Rob Hernandez:

- Smart,
- Strong-willed,
- Hard worker,
- Good work ethic,
- Innovative, and
- Professional.

Strengths: Work ethic, innovative solution finding.

Weaknesses: Mr. Hernandez's passion and directness may have been misconstrued as being emotional or overly direct.

Claudette Bruck – former Commissioner, City of Coral Springs, FL 954-562-2526

Ms. Bruck has known Mr. Hernandez since 2011. He was their Deputy City Manager for all too short of a time. They were sad to see him leave and would love to have him back.

Mr. Hernandez was extremely bright, very diligent and focused. When he first came to the city he first stood back and analyzed the organization. When it was his turn to speak, he impressed

everyone. His presentations are flawless but factual. Everything he said was entirely trustworthy; he presented information he could stand behind.

Their interactions were all professional. Mr. Hernandez was very respectful. He listened and was prompt in responding to inquiries. His decisions when hiring personnel were very good. He was innovative and operated at a high performance level. He listened, assessed a situation, and then came forward with an excellent recommendation. He was very experienced and innovative.

Mr. Hernandez frequently gave presentations at workshops, commission meetings and community meetings and always did an excellent job. He had good rapport with the audience and a demeanor that invited trust.

Mr. Hernandez kept the Commissioners informed as appropriate. The Manager's office operated independently of the Commission. Rather than reporting in on a daily basis, they did so at special meetings or as needed. Mr. Hernandez did not have the opportunity to work one-on-one with residents, but he did present information about projects to the community. He was always prepared and answered questions on the spot.

The Commission received much information from varying sources, and the information was not always accurate. They felt very fortunate to have Mr. Hernandez on staff and trusted his accuracy. He led the organization well because he earned the trust of employees.

Mr. Hernandez played a significant role in pension discussions. He responded to questions at community and commission meetings. He followed through and was customer service oriented. He always did what said to do. He was not directly involved in the finance department or the creation of the budget, but he had a good understanding of the numbers.

Ms. Bruck is unaware of any controversy involving Mr. Hernandez. She would hire him and feels he would be a great Manager. He was knowledgeable, experienced, task oriented, focused, and could always be trusted. His departure was a tremendous loss to Coral Springs.

Words or phrases used to describe Roberto Hernandez:

- Trustworthy,
- Bright,
- Quick study,
- Serious about his position,
- Honorable, and
- Innovative.

Strengths: Very thorough; brought an idea forward only after it had been thorough researched; good at identifying problems and determining solutions.

Weaknesses: None identified.

Brooks Stillwell – former City Attorney, City of Savannah, GA 912-484-1690

Mr. Stillwell worked with Mr. Hernandez between 2016 and 2019. During this time, Mr. Stillwell was the Savannah City Attorney and Mr. Hernandez was the City Manager. They worked closely together daily and reported to the City Council.

Mr. Hernandez was a great City Manager operationally. He worked hard and had good fiscal planning abilities. He had several good ideas for the City and was a good strategic planner. He possessed a long-term vision of what he wanted to accomplish and strove to quickly achieve those goals. He was driven and dedicated.

Mr. Hernandez managed day-to-day operations exceptionally well. He worked well with staff members and those close to him in the office. He met with Mr. Stillwell during weekly meetings with City leaders and kept the City Attorney well informed.

As a change agent, Mr. Hernandez came in and proposed several changes to help the City run better. He initiated several positive transformations, such as with implementing the City's strategic plan. However, Mr. Hernandez implemented other changes too quickly for the historical City to handle. For example, he tried to completely change the City's property exchange, planning, and financing. Each area's change was tough individually, but all these at once were especially difficult to maintain.

Savannah is a very unusual city. Its roots go back almost 300 years and Mr. Hernandez did not fully appreciate how the City's unique historical culture differed from the culture found in his previous positions in Florida. In past jobs, he rarely handled city politics as the person second in charge. In Savannah, he had to involve himself more than he had previously done. The City traditionally expected the City Manager to be its Chief Executive Officer and to be heavily involved with the entire community outside of city government organization. As such, Mr. Hernandez had to work with county officials, chamber commerce, state legislature, and community leaders. Though Mr. Hernandez worked well with staff, he did not see community politics as part of his job, which was a large issue for the City. He frankly did not anticipate the public blowback from some of the programs he recommended the City Council implement. As such, he faced many challenges.

Even though many of his ideas were conceptually good, Mr. Hernandez was unable to bring the public to side with his solutions. For example, he tried implementing a fire fee to unburden property owners' taxes. He saw the fee as a method of fixing the City's fiscal problem. Though he initially had the Council's support, Mr. Hernandez eventually faced huge public backlash. Then some council members tried to politicize the plans which led to the fee being poorly implemented. Mr. Hernandez also tried to implement a union contract with the fire union, which ended up facing public blowback as well. He had little Council support because such a plan did not translate well to Georgia.

Eventually, Mr. Hernandez left the City to return to Florida. Both his wife and he were unhappy with how rough this period was for them. He gave several months' notice before his resignation.

Despite these issues, Mr. Hernandez was a great City Manager. He spoke well with public groups. He was an excellent fiscal manager. He generally made good decisions and hired personnel quite conscientiously. He was particularly customer service oriented. He was a leader who had a vision of how to accomplish goals and who tried to mold the City's organizations to this vision. He accomplished tasks in a timely manner. He set goals and timeframes to move forward. He solved several problems effectively. He successfully implemented the complete reorganization of the City's organizational department. He worked hard through stress to overcome issues. He also was outstanding with crisis management, such as when the City dealt with two hurricanes.

Any future employer will need to discuss what they expect Mr. Hernandez to do and what he expects to do with public and community leadership. These clear explanations are critical. Mr. Hernandez will perform well under a strong County Manager or strong Mayor who assumes all roles of working with the public. Mr. Hernandez understands how this type of government is organized and will do well in this system. Mr. Hernandez was an excellent City Manager on a whole, just not for the City of Savannah.

Mr. Stillwell is unaware of anything in Mr. Hernandez's personal background that will concern a future employer. Though Mr. Stillwell would not rehire Mr. Hernandez for the City of Savannah, Mr. Stillwell would definitely hire Mr. Hernandez for most any other municipality. A future employer will not find a more dedicated, hardworking person who can implement ideas well. Mr. Hernandez has been and will continue to make a good Manager.

Words or phrases used to describe Rob Hernandez:

- Tremendously hardworking,
- Good strategic planner,
- Aggressive in a good way,
- Dedicated, and
- Visionary.

Strengths: Long-term planning, fiscal planning, management skills.

Weaknesses: Interacting with public and political leaders was hard for Mr. Hernandez, who was used to a more strictly managerial position.

Zachary Williams – former Fulton County Manager, GA 404-990-6545 404-371-2881

Mr. Williams has known Mr. Hernandez since 1994. They worked closely from 2008 to 2011 when Mr. Hernandez was the Deputy County Manager. He did an excellent job. His work performance, personality, and interactions were outstanding. He was handpicked from South Florida to come and work for Mr. Williams.

Mr. Hernandez had an excellent work relationship with his elected officials. They trusted that what he said to had been well researched. He earned their respect and represented Mr. Williams very well.

Once he had been given a problem to solve, Mr. Hernandez was tenacious. He marshaled resources and focused them through team building to get the job done. He did not shy away from challenges. He was patient when it was warranted; however, it did not come naturally to him.

Mr. Hernandez preferred face-to-face interactions whenever possible. If meeting a person directly was not an option, then he used the phone. He was an excellent writer and could be successful using email; however, he had developed respect from his subordinates by meeting with them personally, listening to their issues, and explaining his thoughts.

Depending on the nature of the decision that needed to be made, Mr. Hernandez responded quickly. Circumstances that required gathering facts may have taken him longer. He was not indecisive but rather took the appropriate amount of time to gather the information and opinions he needed to make good decisions.

Mr. Hernandez hired good employees. In some instances where a hire did not work out, he did all he could to work with them. He went through exhausted hiring practices involving many stakeholders. He was analytical and used that to his advantage in the hiring process.

Mr. Hernandez was innovative but did not try to change things just for the sake of change. He was mature enough to leave a process alone when it worked well. He had improved existing processes in Fulton County.

Mr. Williams was proud of the redevelopment that was carried out on Fulton Industrial Boulevard. Under Mr. Hernandez's leadership, an area known for drugs, prostitution, and crime had reversed its negative direction to become an area where businesses wanted to locate. Mr. Hernandez created momentum in this large container warehousing district. He acquired State funding and formed a commercial improvement district.

There were very few tasks in public service Mr. Hernandez could not do well. He is ready to take the helm of an organization and become a Manager. Mr. Williams gives him his full and complete endorsement and support. Mr. Hernandez was one of the best public servants Mr. Williams has ever worked with.

Words or phrases used to describe Roberto Hernandez:

- Embodies what public service should be,
- True believer in the mission to make other people's lives better,
- Tenacious,
- Analytical,
- Hardworking, and
- Professional.

Strengths: Problem solving; tenacity; marshaling resources; and team building.

Weaknesses: He could be patient when it is warranted; however, it did not come naturally to him.

Dele Lowman – former Assistant to the County Manager, Fulton County, GA
(404) 612-8331

Ms. Lowman worked with Mr. Hernandez in the Fulton County Manager's Office. She had known him since 2003 where they worked together in Broward County. They had a good working relationship. He was very diligent and mission focused.

When Mr. Hernandez first arrived in the Administrative Office in Broward, she was working as a graduate being mentored by the County Administrator. She was told to watch Mr. Hernandez and learn from how he took a task, broke it into small parts, and organized people to get the job done. If there was something he did not know he studied to become more effective.

Mr. Hernandez and Ms. Lowman had philosophical differences yet got along quite well. His military background had shaped his personality and made him the driven person he was. He worked well with elected officials. He spent most of his time with the commissioner over the unincorporated areas. Though their interests were not always the same, they worked well together. He had the respect of the commissioners. Mr. Hernandez valued loyalty. His greatest strengths were diligence and following through. No matter how difficult a situation had become, he did what he needed to for the best interest of the community.

Laser focus was both strength and a weakness for Mr. Hernandez. In his current role as second in command, he did what he was asked without stepping back to see if there was another way. If he was the final decision maker, perhaps that would have been different. Unlike many managers, Mr. Hernandez did not have an aversion to staff meetings. He liked to speak with people face-to-face. He was more than capable of interacting via telephone and email, but he favored the personal approach when dealing with direct reports.

Mr. Hernandez was a great public speaker. He had a teaching background in the military. He interacted well with the public and dealt with residents often in the unincorporated area.

One task Mr. Hernandez was asked to take on was building the first amphitheater on the south side of the county. It was an overwhelming project with an unreasonable timeline and difficult budget. He did an outstanding job and followed it through to opening day.

There are certain people Ms. Lowman has worked with that she would hand pick to be on her team and Mr. Hernandez is one of them. She highly recommends hiring him.

Words or phrases used to describe Roberto Hernandez:

- Focused,
- Reliable,
- Diligent,
- You can trust him to do what he says,
- Professional and,
- Hard working.

Strengths: Diligence; follow through; loyalty.

Weaknesses: Laser focus, however he might step back if he were the manager.

Bill Durrence – former Alderman, City of Savannah, GA 912-247-8108

Mr. Durrence worked with Mr. Hernandez between 2016 and 2019. At the time, Mr. Durrence was in his first term as Alderman. Mr. Durrence was one of the Savannah City Councilmembers who hired Mr. Hernandez to be City Manager. Mr. Durrence was one of Mr. Hernandez's directors.

Mr. Hernandez possessed an impressive and thorough understanding of the City. He had extensive knowledge from public works to finance. He was as open as possible with councilmembers. Even though working for nine directors made things complicated, Mr. Hernandez was exceptionally competent and provided numerous innovative ideas. He was good internally and developed good staff relationships. He accomplished tasks in a timely manner. He was highly skilled in running the City.

Mr. Hernandez offered many solutions to the City's issues. He helped councilmembers understand the reason for the City's problematic budget stresses. Although the City was a successful destination for tourism, very little of that money went to the City's coffers. Certainly, some sales tax revenue came to the City, but most went to businesses involved with tourism. Mr. Hernandez clearly identified the City's financial stress points.

As good as he was with finances, Mr. Hernandez struggled to maintain public posture as Savannah City Manager. First, he underappreciated the historical nature and character of the City that brought much community pride. Because historic landmarks and districts made the City different, many people expected solutions to be likewise unique. Local attitude often discouraged researching how other places solved similar problems. Mr. Hernandez's approach to look at other cities' solutions made people feel slighted. As such, he missed an opportunity to engage early and gain the public's support. Second, he was generally more of a hands-on manager who seemed uncomfortable interacting in social management of a highly networked City. He was more comfortable rolling up his sleeves and working than being a public face for the City. Because he did not engage people to his side, he was less effective than he could have been.

Mr. Hernandez generally made good decisions. He also hired well for many top staff members, including the Fire Chief, Police Chief, and Human Resources Director. He often reached out to other senior staff when looking for personnel, and this collaborative approach was helpful. Some personnel he inherited were not highly qualified for their positions. At one point, Mr. Hernandez successfully moved senior personnel to fill vacancies. Prior to this major shuffle, staff members were scattered all over the City, causing much unnecessary work. He consolidated staff, thus making processes more efficient. Occasionally, Mr. Hernandez needed to be more disciplinary, but he eventually let a number of problematic people go. For example, he fired the Director of the Department of Revenue because she was simply unable to fix a particular issue, even after being given adequate time and resources.

Mr. Durrence is unaware of anything in Mr. Hernandez's background or conduct that will concern a future employer. If given the opportunity, Mr. Durrence would rehire Mr. Hernandez. Being new to a large leadership position as Alderman, Mr. Durrence understands the learning curve Mr. Hernandez faced while being City Manager for the first time. Mr. Hernandez was a bright individual who experienced valuable lessons. He was a good Manager.

Words or phrases used to describe Rob Hernandez:

- Knowledgeable,
- Competent,
- Introvert,
- First rate manager,
- Innovative, and
- Open.

Strengths: Financial skills, extensive understanding of how to run a city, executive functioning.

Weaknesses: He did not fully appreciate the City of Savannah's uniqueness and had a hard time connecting with the City's people.

William "Bill" Hubbard – Chief Executive Officer, Savannah Area Chamber of Commerce, GA 912-657-9207

Mr. Hubbard and Mr. Hernandez interacted when Mr. Hernandez was the Savannah City Manager between 2016 and 2019. They have since messaged each other occasionally.

When Mr. Hernandez worked in the City, he communicated fairly regularly with Mr. Hubbard. Mr. Hernandez called and sent emails. He sometimes dropped by Mr. Hubbard's office, and they typically saw each other weekly during city events.

Mr. Hernandez was a decent City Manager. Mr. Hernandez was a good, smart man. He was quite professional and thoughtful. He had good financial grounding. He built good staff around him and organized them well. He generally made good decisions. He also did a great job with reorganizing the city staff. At times, though, Mr. Hernandez made some poor staffing decisions. For example, he left an engineer in a developmental position a bit longer than others might have preferred. Additionally, he let go an assistant city manager by leaving a note on her chair. Although several elected officials asked him to let her go, this approach was unprofessional.

Mr. Hernandez faced difficulties integrating himself in the community. As a first time city manager, Mr. Hernandez was not accustomed to being one of the City's key leaders. He wanted to ensure others did not accuse him of playing favorites. As such, he interacted with the philanthropic, nonprofit, church, and business communities on a purely business level. He experienced difficulty developing tough enough skin to deal with criticism. This weakness held him back and

undermined his ability to be effective. Despite his strengths as City Manager, his inability to fully participate in the community affected the public's confidence in him. He needed to get to know these smaller communities better.

Mr. Hernandez was a good manager who oversaw processes behind a desk. He had great management skills and good knowledge of running a city. He thoroughly researched various solutions and made decisions effectively. For example, he led a team in providing a strategic plan in a fairy short time period. He worked with elected officials to agree to this plan.

Unfortunately, Mr. Hernandez had challenges working through the politics to implement the strategic plan. In one instance, Mr. Hernandez proposed a fire fee to help city finances. Around this time, the City had collected approximately $10 million in revenue. While garnering public support for the fire fee, Mr. Hernandez was also especially transparent with this revenue. Because the public misunderstood how the revenue was not part of the City's own earnings, people were particularly upset with the fee. Mr. Hernandez had admirable intentions to be transparent, but his timing cost him the fire fee concept.

Despite these challenges, he was always polite and diplomatic with people. Even when church groups angrily protested and wanted him fired, he kept going. He handled stress well for the most part and never showed a temper. Eventually, however, Mr. Hernandez and his wife left the City because they felt alone.

Mr. Hubbard is unaware of anything in Mr. Hernandez's professional or personal conduct that will concern a future employer. Mr. Hernandez had been purely professional, honest, and transparent. Although Mr. Hubbard would not rehire Mr. Hernandez to be City Manager, Mr. Hubbard would consider Mr. Hernandez for an Assistant Manager position. Mr. Hernandez was strategic and smart. He would excel in the responsibilities expected of a Deputy Manager.

Words or phrases used to describe Rob Hernandez:

- Professional,
- Good guy,
- Quite thoughtful,
- Polite,
- Diplomatic, and
- Capable.

Strengths: Financial skills, building good staff.

Weaknesses: He was politically weak and often distant from constituents.

John Hearn – City Attorney, Coral Springs, FL 954-344-1011

Mr. Hearn has known Mr. Hernandez since 2011. In terms of job performance, Mr. Hernandez was very energetic and a go-getter. He really moved projects along and stayed on top of them. He was a change agent.

City Hall was in an office that was built by General Electric for selling homes. The City had been trying to build a City Hall since 1993. Mr. Hernandez really energized those involved, and the new City Hall was finally under construction.

Mr. Hernandez was always very involved in the community, and he attended community meetings. He had a very good relationship with the public. He was customer service oriented.

Mr. Hernandez led staff to fulfill the vision of the Board. Employees did not have much appetite for moving forward with the downtown development, which included the new City Hall. He took the bull by the horns and made a very detailed PowerPoint presentation showing all the issues that their current City Hall had. He demonstrated how having a vibrant downtown area would benefit the City and residents. He did a nice job leading the project.

Mr. Hearn was not directly involved with the budget and finances, but in the course of their conversations he came to believe that Mr. Hernandez had good financial skills. Mr. Hernandez completed tasks by the deadline given.

Mr. Hernandez had not been involved in anything personally or professionally controversial. He left Fulton County because his family wanted to return to Florida. When an opportunity opened up on Broward County, he embraced it. He moved forward when doing so made sense.
Mr. Hearn would hire Mr. Hernandez and had a positive experience working with him. Mr. Hernandez would be a good City or County Manager. The five Commissioners and City Manager in Coral Springs loved working with Mr. Hernandez.

Words or phrases used to describe Roberto Hernandez:

- Energetic,
- Outgoing,
- Positive,
- Change agent,
- Engaged, and
- Active.

Strengths: Energetic; very much wanted to make decisions; could shepherd a project from A to Z very well.

Weaknesses: People's greatest strengths are often their greatest weaknesses. Because he moves projects along so well, Mr. Hearn had to slow him down a little and occasionally reminded Mr. Hernandez of a step that needed to be taken in the process.

Prepared by: Danielle Dayton and Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

WLRN News HD1 (FL)
February 21, 2020

Fort Lauderdale Officials Respond to $1.8 Million State Fine for Sewage Spills
Author: *Alexander Gonzalez & Tom Hudson*

Pipes in Fort Lauderdale keep breaking--it's been an almost daily reality for many people living and working in the city. More than 200 million gallons of sewage have spilled from busted pipes in Fort Lauderdale since December. The state responded to the sewer spills this week. The Florida Department of Environmental Protection fined the city almost two million dollars. That amount is based in part on how much sewage has spilled. On the South Florida Roundup, host Tom Hudson talked about the issue with WLRN's Broward County reporter Caitie Switalski and Fort Lauderdale's deputy city manager **Rob Hernandez**.

Here's an excerpt of their conversation: Tom Hudson: What are the funding options if the city has to pay the state this $1.8 million fine or any fine for that matter?

Rob Hernandez: Well, if we have to pay the fine, it's either going to have to come out of the Water and Sewer fund or the city's general fund. And again, we believe that $1.8 million will best serve our local residents and our taxpayers by being reinvested into some of these projects rather than just going in and being deposited into a general fund at the state level. We're not being critical of the state. We understand that they were in the position where they felt that they had to take some sort of action. But we're hopeful that we'll be able to work something out that is slightly different than just the fine.

Caitie Switalski: When it comes to the punitive nature of the fine, $1.4 million of the $1.8 million is civil penalties based on how much sewage and how many days the sewage spill went on. I know the city is in the middle of weaning off trying to take money out of those funds [general or Water and Sewer funds] to balance the regular budget. That was a practice leftover from the last city administration. But if the city has to pay part of this fine out of those funds again, have you heard from any residents about that?

Hernandez: No, we haven't heard from any residents. And certainly I don't think it's going to change the practice. The city commission has made it abundantly clear that we were going to transition away from transferring funds from the Water and Sewer fund into the general fund. The city commission that's currently in office directed the city manager to transition us over a four-year period. They have since directed us to accelerate that transition. And that's something, going into next fiscal year, that we're certainly looking at. If there's an opportunity to return those funds at midyear this year, that's something that our city manager is looking at. But I don't think that the fine is going to derail us from making progress. And using your word, "weaning" ourselves off of that budget transfer. We're under clear direction that the funds that are generated by the Water and Sewer fund are going to go back into the necessary improvements that need to be made. And certainly we've been working in that direction for the last couple of years and we will continue to do so.

South Florida Sun Sentinel (FL)
July 23, 2019

Fort Lauderdale: Contractor Who Broke Water Main Wasn't Digging Where it told us
Author: *Larry Barszewski*

Fort Lauderdale never warned a contractor that a critical water line lay buried where workers planned to dig last week, a report shows, but city officials say that's because the contractor supplied the wrong address. The misinformation led to a failure that ultimately dried up the city's water supply and led to days of boil-water orders. Taps ran dry hours after the contractor drilled into the water supply line July 17. Countless businesses were forced to close, and more than 200,000 people were left without water to drink or shower. The contractor, Florida Communication Concepts, used a service called Sunshine 811 to find out whether there were underground utilities it had to watch out for while doing work for Florida Power & Light Co. The statewide utility service is authorized under Florida law and is the state's official resource for companies and individuals planning underground work.

The report shows Fort Lauderdale never told the contractor that the site in the back of 2525 NW 55th Court contained a 42-inch pipe that supplied raw water to the main water treatment plant. Instead, the city indicated that it didn't provide service there, according to the report from Sunshine 811. Deputy City Manager **Rob Hernandez** said the city's water line isn't on that property; it's 75 feet north. The digging was being done to the north and east of the requested location, he said. "It appears that where the contractor was digging is not where they indicated on the 811 ticket," **Hernandez** said. "Our investigation is still ongoing." The owner of Florida Communication Concepts, Tim Hicks, said he couldn't comment, and FPL has declined to answer reporters' questions.

Contractors contact Sunshine 811 to alert agencies about the work they plan to do and to find out whether there are pipes or underground facilities they need to avoid when digging. The service then alerts the utilities, which are supposed to inform the contractor whether they have lines in the area and mark them if they do. Florida Communication Concepts filed a ticket with Sunshine 811 on June 25 to install conduit in July for FPL near Fort Lauderdale Executive Airport, records show. Sunshine 811 notified Fort Lauderdale and nine other entities, based on maps they submitted to Sunshine 811 that indicated it was possible they could have equipment near the work site. Tamarac and Crown Castle Fiber responded that they had no facilities there. Oakland Park, Teco People's Gas of South Florida and CenturyLink said their lines were outside of the work site.

Others said they did have equipment in the area. Fort Lauderdale Executive Airport, Comcast Cable, AT&T and FPL indicated that they marked the locations of their lines for the contractor. Fort Lauderdale responded as well, but it used a code indicating that no city utilities were present at that excavation site. The code it used said "another company provides the services at this location." That code typically is used by utilities that do not have services at that exact location, according to Sunshine 811′s online site. **Hernandez** said that's because the city doesn't have any water lines at the property address the contractor listed. He also said Florida Communication

Concepts said on its Sunshine 811 form that it would not be doing boring, but that's how the city's pipe was pierced. Fort Lauderdale receives dozens of requests each day from Sunshine 811 for underground line information. Sunshine 811 sent the city 20,501 notices last year and 12,635 so far this year, the service reported. The requests go to the city's distribution and collections chief for its water and wastewater services. A city police report filed at the time the line was punctured said the company had used the line-locating service. However, it cited Florida Communication Concepts for not having a permit for the work, violating city codes. It issued the contractor a "Notice to Appear" citation. City officials said a date has not been set for a hearing. It's not clear whether a permit was needed. **Hernandez** said last week that FPL has a franchise agreement with the city that does not require the utility to get a permit every time it digs.

Post Gazette (PA)
July 19, 2019

Fort Lauderdale gets 'Temporary Relief' While Crews Repair a Water Main Break
Author: *Dakin Andone & Emanuella Grinberg*

Officials in Fort Lauderdale, Florida, said a temporary fix water has running again after a main break left an estimated 220,000 customers without service Thursday. Water is flowing below normal pressure and is expected to return to "near normal" sometime Thursday night, Mayor Dean Trantalis said in an evening news conference. A subcontractor repairing electric lines on Wednesday struck a pipe that supplies water to a treatment plant, cutting off the city's water supply. No major incidents were reported as a result of the outage, the mayor said. A partial patch was placed on the hole, increasing water pressure, Mr. Trantalis said. Those involved in the repairs are "confident" that the patch will provide "temporary relief" while crews work to redirect the water flow through a backup line and replace the broken pipe, he said.

The installation could take through the weekend, Mr. Trantalis said. While repairs are underway, a boil water advisory is in effect until and water distribution sites will stay open until at least Saturday, Mr. Trantalis said. With repairs underway, he said the city's focus will shift to investigating the cause and seeking compensation for not only the city but hotels, restaurants and other businesses impacted by the service outage. "This was not just a minor incident, this impacted many hundreds of thousands of hundreds of people," Mr. Trantalis said. "It was clearly haphazard," he said. "It's clearly something that we're going to seek retribution for."

What the city is doing to fix the pipe
On Wednesday, a subcontractor working near the city's Executive Airport for Florida Power & Light damaged a 42-inch city pipe that supplies water from wellfields to the Fiveash Water Treatment Plant, the mayor said. The service outage impacted the city and surrounding municipalities that receive water through the city, including Lauderdale-by-the-Sea, Oakland Park, Wilton Manors and sections of Davie and Tamarac. An estimated 220,000 customers were impacted, Deputy City Manager **Rob Hernandez**. Crews are now building a concrete bunker around the broken pipe to seal the break and protect the pipe, Mr. Trantalis said. The bunker should be completed by 10 p.m. ET and the Fiveash Water Treatment Plant should be back to full and normal operation, he said. The temporary fix will give crews time to redirect the water flow through a backup line, Mr. Trantalis said. Once the backup line is in place, a replacement pipe for the primary main will be installed, likely over the course of the weekend, the mayor said.

Cause of outage under investigation
Earlier Thursday, Mr. Trantalis said crews responded immediately, but as they were working, the damaged pipe collapsed, forcing the city to turn off the water flow. During Thursday night's news conference, he suggested the subcontractor bore the brunt of the blame for "something they should not have done." The subcontractor has been cited and an enforcement action has been launched, the mayor said, although he was unable to identify the specific citation. When initially asked if there was anything the city could have done better, the mayor responded "no," then

added, "Yes -- we could have foreseen this but you can't foresee these types of things." Later in the press conference, the mayor maintained the incident an "accident" caused by "human error," but he also acknowledged that it put a spotlight on the city's redundancy systems.

Deputy City Manager **Rob Hernandez** said "difficulty" with at least one valve that was supposed to redirect water to the redundant system, leaving them unable to isolate the damaged section of pipe. "What [this] pointed out to us is that we need to pay more attention to our infrastructure needs and that we need to go back and make sure that these redundancies systems do work when they're supposed to work." Residents in need of bottled water can find it at the Beach Community Center on 33rd Avenue, Mills Pond Park on Northwest 9th Avenue and Riverland Park on Southwest 27th Avenue.

SavannahNow
Posted May 26, 2019 at 8:18 PM Updated May 27, 2019 at 12:29 AM

Savannah's city manager out on medical leave
By DeAnn Komanecky and Eric Curl

Savannah City Manager **Rob Hernandez** is out on medical leave, with Patrick Monahan now serving as acting city manager. **Hernandez** tendered his resignation on April 12 with a last work day date of June 30. Whether **Hernandez**'s medical leave will change when he leaves his post is not known. City spokesperson Ken Slats said no other details are currently available. Monahan, a former Chatham County assistant manager, was hired in April as a consultant to work with **Hernandez**, starting in May. Monahan retired from the county in 2013 and has said he would only take the interim position temporarily, but is willing to stay long enough after this fall's election for the new city council to hire the long-term manager next year. He will be paid $20,000 a month for up to 12 months, under the agreement.

Hernandez's resignation came after news broke of his pending departure for a job as deputy city manager of Fort Lauderdale, Florida. **Hernandez** declined interview requests regarding his resignation, but said in a subsequent press release that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. He indicated there was more to the decision than just family reasons, however, in correspondence obtained by the Savannah Morning News. **Hernandez** said he intended to stay away from city manager positions for a while after being asked about his plans by Lake Wales, Florida, City Manager Kenneth Fields. "The last three years here have been tough as a (city manager)," **Hernandez** said. He responded in a similar manner to an April 12 email from Chatham County Engineer Leon Davenport. "Tough town," **Hernandez** said. "Going back to Fort Lauderdale."

The city council hired **Hernandez** as city manager Sept. 1, 2016, with a $238,000 salary and $600 monthly vehicle allowance, as well as a $7,000 annual 457 retirement plan. After his arrival, **Hernandez** led the city through a major restructuring and successful development of a strategic plan. The city has also experienced two years of budget surpluses after **Hernandez** had implemented a hiring freeze and budget cuts. His impact was praised by some of his executive team following word of his departure.

City Management Coordinator Joe Shearouse Jr. wrote in response to his resignation notice that he thought a lot about the accomplishments **Hernandez** had made in Savannah. "Your impact on people is extensive and much more influential than a project or initiative," Shearouse said. "Your openness and eagerness to provide us opportunities to grow and learn is lasting and far reaching." Special Projects Coordinator Daphne Williams said in an email that it may be a long time before they get someone else comparable. "Our team was on fire," Williams said.

Hernandez also experienced his share of criticism, which began shortly after his arrival when he proposed cuts, which were ultimately restored, to arts organizations and social programs. And he was widely panned by residents following the implementation of a fee for fire service. **Hernandez** had touted as a way to get all property owners — including those that are tax-exempt

— to contribute to the rising costs of providing fire protection. Public indignation only grew when **Hernandez** presented the council with a spending plan for a budget surplus from 2017 of more than $10 million about five months after the fee was adopted. The fee was ultimately repealed, but **Hernandez** later attributed some subsequent job searches to the widespread opposition he encountered following its implementation.

Savannah Morning News (GA)
April 29, 2019

Savannah Could Get More Affordable Housing Under These Proposed City Programs
Author: *Eric Curl*

About 44 percent of Savannah families cannot afford quality housing, according to city officials. In other words, almost 24,000 local households are cost burdened because they spend 30 percent or more of their income on housing, said Housing and Neighborhood Services Director Martin Fretty. To address the issue, the city is considering some new affordable housing initiatives that were presented to the Savannah City Council during a workshop Thursday. The initiatives include a $20 million investment to acquire, redevelop and sell 1,000 blighted properties over a 10-year period. The investment would provide more affordable housing, while also reducing the number of abandoned properties that cost the city an average about $1,300 a year each in lost tax revenue and expenses related to police, fire and code enforcement services, Fretty said. The city is hoping to get $10 million for the acquisition program included on the Special Purpose Local Option Sales Tax referendum going before voters this fall. The eventual sale of the properties would go back into a revolving fund and help drive down costs for future investments, Fretty said. "After a couple of years you ought to be able to recover, we think, 80 percent of what we invested in the properties to acquire them," he said. The city is expected to meet with Chatham County officials next month to discuss the SPLOST project list and determine Savannah's distribution share of the sales-tax revenue. Savannah affordable housing presentation by savannahnow.com on Scribd. Inclusionary zoning. The city is also contemplating the implementation of an inclusionary zoning policy, similar to one established in Atlanta last year. The policy would require developers of apartment projects to include a certain percentage of affordable units or pay a one-time fee into a city housing fund. In turn, the developer could select from a list of incentives that could allow for more units, reduced parking requirements and a streamlined permitting process. In Atlanta the program applies to areas where the city is experiencing the pressures of redevelopment, said Bridget Lidy, Savannah's director of planning and urban design. In Savannah, the Canal District, where the new arena is being built west of downtown, provides an opportunity for the program's launch, Lidy said. "It's ripe for this," she said. The proposal received general support from the council, although it is still early in the process. Lidy was encouraged to set up a meeting with Atlanta officials, who she said have expressed interest in helping Savannah establish their own initiative.

And City Manager **Rob Hernandez** said he thought the city would likely need to hire an outside consultant before they could develop an inclusionary zoning policy. "I think we need to bring in the resources from other communities that have gone through that process," **Hernandez** said. "We haven't and there is a lot of stakeholder involvement and a lot of legalities involved." In the meantime, the city has developed some proposed standards to reduce development costs and increase the amount of affordable housing, including the reduction of the minimum lot size and parking requirements in traditional neighborhoods. In addition, the city's proposed new zoning ordinance, NewZo, provides more flexibility for constructing accessory dwelling units, with no more than one bedroom, in some areas. City officials are planning for the new ordinance to be adopted in July after public hearings are held in June.

Savannah Morning News (GA)
April 13, 2019

Hernandez Formally Resigns Post
Author: *Savannah Morning News*

Savannah City Manager **Rob Hernandez** formally submitted his resignation letter Friday morning. "Such letters are never easy to write and I hope it conveys my appreciation to all of you and our great staff, especially those that sit around the table with me each Monday," **Hernandez** wrote in an email to the city council and city staff. "I know that I've made some mistakes along the way as I am far from perfect. Please know that I have always attempted to do what is in the best interest of the city in the long term, and endeavored to create a culture of fairness, professionalism, integrity, inclusion, diversity, opportunity and ingenuity. I'm fortunate to have been surrounded by a team of good people. I'm grateful to have known you. Together, we've gotten a lot done since October 11, 2016. I hope that I have served all of you well," he wrote. "Thank you for the opportunity to serve as your city manager."

Fort Lauderdale City Manager Chris Lagerbloom informed the Savannah Morning News on Thursday that **Hernandez** will be joining the city as deputy city manager later this summer. In a formal resignation letter addressed to the mayor and alderman, **Hernandez** touted the team's accomplishments, from upgrading the city's bond rating to launching the design of the new arena. "I have been honored with the privilege of serving as Savannah's eighth city manager since adoption of the council-manager form of government in 1951. I joined the City on the heels of Hurricane Matthew on October 11, 2016, and since then we've weathered literal and figurative storms and overcame numerous obstacles in providing exceptional municipal services," **Hernandez** wrote. "We accomplished much during this time while simultaneously creating an organizational spirit focused on one simple concept: Forward. Forward is a fanatical passion for momentum, progress and achievement. It is an obsession with what is possible rather than the status quo. It is the driver behind our biggest accomplishment - SAVANNAH FORWARD, our guide to strategic policy-making and investments through 2025."

Hernandez said in a press statement issued later that he and his wife decided to go back to south Florida to help their siblings care for their elderly mothers. His resignation is effective June 30. Savannah Mayor Eddie DeLoach has recommended that former assistant Chatham County Manager Pat Monahan serve as interim city manager, but he is awaiting support for that decision from the rest of the city council. A special meeting has been called for 6 p.m. Monday in the Media Room on the second floor of City Hall for the council to consider an interim city manager. The next city manager is not expected to be hired until after the new city council is sworn in next year following this fall's election.

Savannah Morning News (GA)
January 9, 2019

Savannah City Manager Rob Hernandez: Government Leadership Backs Savannah Fire Department
Author: ***Rob Hernandez***

There has been much discussion in recent days about staffing levels within Savannah's Fire Department. I would like to take this opportunity to address misinformation circulating in social and regular media outlets.

First, what the city government has not done:
• We have not closed any fire stations.
• We have not laid off any fire personnel.
• We have not left any neighborhood in Savannah unprotected.
• We have not taken steps that will delay Savannah Fire's response time to an emergency.

What we have done is eliminate vacant positions in Savannah Fire over the past two years. To put those reductions in context, I would like to take you back to 2014. For the first time that year, Savannah Fire was granted an ISO Class 1 rating — an insurance classification that evaluates a community's fire operations and water infrastructure. Less than 1 percent of fire departments in the nation are rated Class 1. The following year, in 2015, Savannah received a three-year, $3.5 million FEMA grant designed to increase staffing levels in Savannah Fire. We did just that. In 2015, we added 15 firefighter positions. In 2016, we added another 15 firefighter positions. And in 2017, we grew by 10 more firefighter positions. Add it all up and over a three-year period we added 40 new firefighters to our payroll — a 12.6 percent staffing increase. At 366 total positions, including 341 firefighters, this was the highest staffing level in Savannah Fire's history.

That grant ended in 2017, and with it we faced a difficult decision: Do we ask Savannah taxpayers to continue funding this increased staffing level, or do we make reductions? We were facing flat revenues that year, and direction from city council to continue making investments in the police department. To balance the 2018 budget, we eliminated 45 vacant positions across the city government organization, including 18 within Savannah Fire. Council directed that those cuts come from Engine 16/Marine 1 — a specialized unit that operates the fire boat and a backup pumper truck at fire department headquarters on Oglethorpe Avenue. That same budget authorized a permanent funding solution for fire operations: the fire fee. That fee was rejected over the summer, and during months of public discussion we heard repeatedly from property owners that they preferred a smaller fire department over paying a new fee to fund fire services.

We contracted with the University of Georgia Carl Vinson Institute of Government to analyze Savannah Fire operations and make recommendations on better use of resources. I expect those recommendations within the month, but preliminary discussions with the report authors identified options for increased efficiency and reducing costs. The 2019 budget was balanced with the elimination of another 15 vacant positions. The UGA recommendations will drive where

those reductions are made. It is important to note that even with the elimination of these 33 vacancies over the past two years, Savannah still has seven more firefighter positions today than we did in 2014, when we received our ISO-1 rating. And we are still well-staffed compared with communities our size; Charleston, for instance, has one fewer firefighter position than Savannah, and 24 percent more territory to cover.

As a resident or business owner in this city, you are served not just by the fire station located in your neighborhood, but a fire protection system consisting of 15 stations and 22 emergency response vehicles. The city government also maintains agreements with our adjacent cities, which provide us access to more than 20 other fire stations, firefighters, and equipment should they be needed in the unlikely event all of our resources are unavailable. No area of the city will ever be left without a response to a fire. We are fortunate to have one of the best fire departments in the nation. Savannah Fire will continue to be, even with these adjustments.

Rob Hernandez is Savannah's city government manager.

WTOC 11
April 9, 2019 at 11:21 PM EDT - Updated April 11 at 10:36 AM

City of Fort Lauderdale extends offer to Savannah city manager
By Sean Evans

SAVANNAH, GA (WTOC) - Several sources have confirmed that Savannah City Manager **Rob Hernandez** is leaving his job. “The city is losing a very smart and talented individual,” Savannah Alderman John Hall said. “I wish Mr. **Hernandez** the best wherever he goes. Our loss is another city’s gain.” **Hernandez** said that he has not officially tendered his resignation or discussed this with all of city council as a group. He said he will not release a statement until he felt it was the appropriate time. We’ve reached out to the mayor’s office and the city spokesperson for comment.

Hernandez came to Savannah from Broward County, FL in 2016. “He inherited a virtual mess. Remember, he came in in the middle of a hurricane. The first hurricane we’d had in what, 27 years," said District 4 Alderman, Julian Miller. In addition to dealing with the aftermath of Hurricane Matthew, **Hernandez** was tasked with completing a budget and coming up with a blueprint that would carry Savannah years into the future. “He has come up with the city’s first strategic plan and gotten it going. He has refined our logo so we have the same logo everywhere. There’s an awful lot he has done, most of which the public will never see," Alderman Miller said. Several things spear-headed by **Hernandez** have been very public, like re-establishing a Savannah Police Department after the de-merger with the county, the search for a new police chief, and the fire fee proposal.

Less than a year after the fire fee proposal was dropped by city council after public backlash, **Hernandez** referenced it in a moment of levity during his speech at a firefighter award ceremony Wednesday afternoon. “Believe it or not, the city actually imposed a fire fee way back in the early 1800′s to provide fire protection services to all property owners of the city. I wish I would’ve known that a year-and-a-half ago. That could have helped us sell what we were trying to do a little easier to those that were opposed to what we were trying to do," he said.

If **Hernandez** is in fact out the door like sources tell us, city leaders know they need a similar leader to take the helm. “When you run a city, there are so many moving wheels and so many gears going in different directions. There’s always going to be hundreds of things that have to be addressed. That’s why it’s going to take someone who really knows what they’re doing to pick up the mantle and go forward," Miller said.

Hernandez’s previous attempts to change jobs have been publicized. In August of 2018, it was announced that **Hernandez** did not get a county administrator position in Pinellas County, FL. The city of Savannah confirmed he was a finalist for the position. **Hernandez** was also on the shortlist for a city manager position in Brownsville, TX. At the time, **Hernandez** said he wasn’t sure if the Savannah community wanted to work with him. “Criticism of government is healthy and important, and comes with the territory,” he said in a statement in August of 2018. “I don’t take it personally, even if some of the attacks on me have been very personal. What I do want is

to work in a community that wants to work with me. I am not sure that is currently the case. Amid a sustained level of criticism and uncertainty, I have considered opportunities outside Savannah. While I have no desire to leave, I did feel it was a prudent move for me and my family." **Hernandez** was a key architect of a proposed fire fee in Savannah that drew the ire of many in the city. The city council withdrew the fee from consideration after a tortured fine-tuning process. The mayor proposed to halve the fee weeks before it was withdrew.

Chaz Adams with the city's strategic communications office says **Hernandez** has received an offer as Deputy City Manager for the City of Fort Lauderdale Florida. "The City of Fort Lauderdale has extended an offer to Roberto "Rob" **Hernandez** for the position of Deputy City Manager. The offer is contingent upon approval from the Fort Lauderdale City Commission. The commission plans to consider the item at their next meeting, which will take place on Tuesday, April 16," Adams said. City council will hold its regularly scheduled meeting on Thursday. We'll be following this closely to see if anything is announced regarding a resignation, as well as what's next if the Savannah city manager position becomes vacant.

Savannah Morning News (GA)
December 20, 2018

Savannah City Council Oks $1M Fire Station Sale Despite Buyer's History of Code Violations
Author: *Eric Curl*

The Savannah City Council on Thursday approved the sale of a former fire station, despite the buyer's history of being cited for code and maintenance violations at multiple properties throughout downtown. The $1.05 million sale to Inman Park Properties came after three proposals were submitted to the city and evaluated by a five-person staff committee. Inman received the highest score after proposing to preserve and restore the 72-year-old building at 6 W. Henry St. for use as a cafe and office space. Rajesh Patel had proposed paying $525,000 for the property, while Lynch Associates Architects offered $455,000. The sale was quickly approved without discussion by the city council, with the exception of Alderman Bill Durrence, who had stepped out of the chambers to speak with someone who was leaving.

Durrence, who represents the area where the building is located, said he probably would have voted for the sale also. It was his understanding that most of the property maintenance issues have been addressed and he was hoping to see something done with the building, Durrence said. "The bottom line for me is that it didn't matter how I voted because the majority of council made up their mind that for that price point, they were going to sell it," he said. Inman's proposal is expected to activate the "somewhat stagnant" block and generate 75 full-time jobs in the neighborhood, according to the developer's proposal. Inman reported that construction was expected to begin 120 days after closing and take one year to complete.

Staff had delayed consideration of the sale in October following inquiries from the Savannah Morning News into the buyer's past code and property maintenance issues. From 2012 through 2016, the city instigated 16 Chatham County Recorder's Court cases against Inman's owner, Jeff Notrica, for 14 downtown properties. Charges related to overgrown vegetation, maintaining a clean and sanitary property, safety, defacement of property, accumulation of garbage, and an unsafe building. The pending sale comes after the approved sale this year of multiple downtown city properties. City Manager **Rob Hernandez** has touted the sales as a way to return outdated properties to the tax rolls and raise revenue for the construction of a new municipal center west of the Historic District, where the city is building a new arena.

However, **Hernandez** said during an interview Tuesday that the sales revenue may instead go toward construction of the arena. The amount of current voter-approved Special Purpose Local Option Sales Tax is expected to raise $120 million, while about $22 million was raised during previous tax periods. Still, the city expects to need an additional $20 million to $40 million to cover the estimated $140 million to $160 million costs of the arena's construction, as well as relocating public works from the arena site and building a new complex for that department, **Hernandez** said. The city does not plan on adding the arena to the next SPLOST referendum going before voters this fall, he said.

Savannah Morning News (GA)
November 16, 2018

Savannah Proposing Slight Property Tax Cut, Employee Wage Hike
Author: *Eric Curl*

The owner of a home valued at $100,000 will save about $8 a year under a proposal to reduce the property tax rate in 2019, according to city estimates. The reduction from 13.40 mills to 13.20 mills was requested by the Savannah City Council on Friday, the second day of a two-day budget retreat, after staff had initially proposed retaining the existing rate. Alderman Brian Foster advocated for the reduction to provide some relief to taxpayers after the rate was increased from 12.48 mills this year following the elimination of the widely opposed fire fee. "It's a start," Foster said. The council also directed staff to incorporate a 3.5 percent wage increase for employees next year. The proposed increase was agreed to as a compromise after Alderman Van Johnson had initially sought to bump staff's recommended 3 percent wage increase to 4 percent. "The fight for the best and the brightest is real and people ultimately go where they will be paid," Johnson said.

To maintain a balanced budget, while accommodating the council's wishes, staff said they increased their "conservative" projections for property tax revenue growth next year from 3 percent to 4 percent. In addition, staff plans to cut another $1 million from the proposed budget to cover the remaining costs, said City Manager **Rob Hernandez**. The 2019 budget is expected to be presented to the city council for adoption next month. Since **Hernandez** arrived in late 2016, he has touted the need to address what he described as a structural imbalance resulting from expenses exceeding revenue. The fire fee adopted this year was an attempt to address that imbalance, but the council voted to repeal that new revenue source after facing widespread opposition from property owners.

Hernandez said he believes the city has made progress, but noted the concerns raised by the council during the retreat that funding was lacking for infrastructure and service improvements. "We're still imbalanced in that this budget is not able to adequately address those needs," he said. "We are addressing them, but the need really outstrips our ability to fund them." The next Special Purpose Local Option Sales Tax, which goes before voters next fall, has been touted by the council and staff as a way to fund needed infrastructure improvements, but **Hernandez** said the city cannot rely on the tax to resolve the issue. The city will also be looking at more models to fund municipal services, including a potential stormwater fee to cover the cost of drainage projects, **Hernandez** said. In July 2017, the city council unanimously approved a $49,651 contract with Atlanta-based Stantec Consulting Services to study the feasibility of such a fee and how it would be implemented, but the study's findings have never been presented. "We continue to look at that and we will be bringing that back to City Council at the appropriate time," **Hernandez** said.

Savannah Morning News (GA)
August 31, 2018

$3.9M Mistake Mucks Up Arena Contract
Author: *Eric Curl*

The Savannah City Council on Thursday delayed by two weeks consideration of an $11.2 million contract with AECOM Hunt to manage the construction of the new $140 million arena, after learning the contract amount is actually about $3.9 million more than city staff had initially reported. The vote for the delay came after staff explained during the morning workshop that a misreading of the fee proposal had led staff to initially report that the contract was $7.3 million - the amount that was on the meeting agenda until Wednesday. The originally reported amount should have been a red flag since it was so much lower than the amounts submitted by the other two finalists for the contract, said Alderman Bill Durrence. Turner Construction had proposed serving as construction manager at a cost of about $13.6 million, while JE Dunn's proposed cost amounted to almost $12.7 million. "I'm very nervous," Durrence said. "I never spent $140 million before." Pete Shonka, executive director of arena development, said that AECOM Hunt still had the lowest price and highest evaluation score after the error was corrected.

City Manager **Rob Hernandez** also said he felt confident in moving forward with the recommended contractor after determining the company had followed the process correctly, while acknowledging the error should not have occurred in the first place. "That reflects poorly on me and I apologize," **Hernandez** said. "We will double down to prevent circumstances like this in the future." Council members said they wanted more time to see how the error occurred before taking a vote. "The severity of it should not be lost," said Alderman Julian Miller. "We are going to be doing an awful lot of contracts and we need to have confidence on that." Walter Murphy, vice president at JE Dunn, had also spoken out against the contract being awarded to AECOM during the meeting and had informed the council that he had notified the city manager of the issue. "We were told it was a scrivener's error," Murphy said "I don't think so. I think the bid was non-responsive."

In other council news, city council approved the $14 million sale of two downtown buildings. Mayor Eddie DeLoach joined Aldermen Carol Bell, Durrence, Brian Foster, John Hall and Miller in approving the sale of the historic Gamble Building next to City Hall for $8.5 million, while Aldermen Van Johnson, Estella Shabazz and Tony Thomas cast the opposing votes. The buyer, Foram Development, plans to convert the building into a condo complex with rooftop gardens. Staff had recommended the sale as a way to rid itself of a building that requires extensive repairs and generate ongoing revenue by putting it back on the tax rolls. But Thomas said he disagreed with staff's assertion that the historic building was not adequate for city use. "I'm a little bit more of a sentimentalist," he said. "I believe the city is giving up its imprint on the riverfront."

The vote was similarly split with the council's approval of the sale of the former Catholic Diocese building at East Broad and Liberty streets for $5.9 million to Standard Companies, which plans to develop the property as an apartment complex with commercial space. Johnson

said he was afraid residents were being priced out of living in the city. "This was in my mind a wonderful opportunity to provide affordable and workforce housing for people to live downtown," he said. The approved sales come two weeks after the city council's vote to sell the Broughton Municipal Building to Columbia Ventures for $4.5 million. The buyer intends to convert the mid-century building into a hotel with retail on the ground level. And in April 2017 the council approved the $5 million sale of a 1.2 acre lot on Oglethorpe Avenue, where a developer plans to construct a mixed-use residential complex.

Hernandez said the funding from the sales is being invested into a reserve account for a modern municipal center he is considering building west of downtown near the arena to consolidate city departments. The total costs of that project, which would include a public safety complex, have not been determined, **Hernandez** said. "We still have a lot of work to do on that," he said. "We still have to flesh that concept out with city council." In the meantime, the city has been relocating staff into 36,538 square feet of leased office space on Chatham Parkway at an annual cost of about $785,000.

Savannah Morning News (GA)
July 11, 2018

City: Funding Problems not Over
Savannah May be Facing Tough Budget Process for 2019, Hernandez Warns
Author: *Eric Curl*

The recent repeal of the controversial fire fee may have been welcomed by property owners concerned about the additional expense, but city officials are not breathing easy as they look toward Savannah's financial future. With the elimination of the dedicated fee, which would have freed up millions in general funds, the city may be facing a difficult budget process for 2019, according to City Manager **Rob Hernandez**. **Hernandez** warned the Savannah City Council last week that their plan to increase the property tax rate by 0.92 mills, or 7.4 percent, will not resolve long-standing financial challenges that the fee was meant to help address. Almost a third of city parcels pay little or no property taxes due to being exempt or having low value, and tax digest growth has not kept pace with expenses, **Hernandez** said. "I don't want anyone leaving here today with a rosy picture of 2019's budget process," he said. "We are structurally imbalanced."

The mayor and aldermen are expected to adopt the tax increase on July 19 to restore almost $10 million of the $16.5 million in revenue lost with the elimination of the fire fee. The city also implemented a hiring freeze and cut expenses, including $1 million Mayor Eddie DeLoach had sought for an early childhood learning center being planned by the Savannah-Chatham School Board. With the proposed tax increase, the city will be able to preserve funding for some priorities that included software upgrades, enhanced right of way maintenance, Waters Avenue streetscape improvements, increased city reserves, and the Savannah Shines neighborhood revitalization initiative that has already begun in Edgemere/Sackville, said Alderman Julian Miller. "I'm not sure if everyone understands how deplorable the city's computer system is," Miller said. "We're still running programs that most people have abandoned 20 years ago."

Alderman Brian Foster said the city will also maintain the full staffing levels of the police department after adding more than 120 officers to patrol the city following the department's split with Chatham County in February. "We are fully staffed and have been for a while in the first time in over a decade," Foster said. "That's what the public asked for and we have successfully done that." Savannah's property tax rate has been decreased or remained the same every year since 1994, aside from a six-month half-mill increase in 2010 that was dropped back to the previous rate the following year. The current rate of 12.48 mills has been in place since 2013. For the owner of a home with a fair market value of $150,000, the proposed increase amounts to $55.20 annually or $4.60 per month.

Alderman Tony Thomas said that every effort would be made to reduce the rate in 2019, but **Hernandez** responded by casting doubt on that scenario. "I don't know at this point in time because it's still too early in the process for FY19 to determine, in fact, whether we are going to have a smooth budget process or we're going to have a rocky budget process like we've had the last couple years," **Hernandez** said. "So please do not leave here today thinking that budget

process for FY19 is going to be a smooth one because I can't guarantee that." Savannah Alderman Van Johnson suggested that the city meet with residents before the budgeting process begins to reconcile what they want and what the city can afford. "We have a region that takes advantage of many of the services that we provide that they do not pay for," Johnson said. "So I think part of this discussion is educating individuals that we can give everybody what they want, but there is a cost to it." **Hernandez** said that the city's budget director, Melissa Carter, has already proposed holding several citizen engagement panels to walk residents through the budget process, "allowing them to see how difficult it is to put together a $400 million budget for an enterprise the size of the city of Savannah." The council will hold two additional hearings at 9:45 a.m. and 2 p.m. July 19 before a making a final vote on the tax rate increase.

Savannah Morning News (GA)
June 8, 2018

City to Consider $11M in Cuts
Council Approves Adding Sunday 'Brunch Bill' to November Ballot
Author: *Eric Curl*

With less than six months left to go, City Manager **Rob Hernandez** has been charged with cutting more than $11 million from this year's budget. On Thursday, the Savannah City Council directed **Hernandez** to figure out over the next week what cuts can be made to make up for the anticipated loss in revenue, as the mayor and aldermen prepare to reduce the controversial fire fee by more than half in the face of widespread opposition. "We're just asking the city manager to go back and modify the numbers and bring us something forward that people can feel better about," said Mayor Eddie DeLoach. As proposed by the council, a property tax increase is not an option and the city would retain the one mill tax rate decrease that was approved in conjunction with the fire fee as part of the 2018 budget. The council's vote came after DeLoach announced on Wednesday a proposal to reduce the fee by 53 percent, which would bring the fee to $120 for residential properties. The city is also offering discounts of up to 20 percent until June 15, which would bring the total to $96. Mayor Pro Tem Carol Bell also suggested that **Hernandez** present an alternative option to cover the costs of eliminating the fire fee entirely. "As a council, let us determine if that's the way we want to go," Bell said. Previous attempts last month by Aldermen Van Johnson, Estella Shabazz and Tony Thomas to repeal or lower the fee were voted down by the remaining members of the city council during deliberations on how to spend $10 million surplus from last year. On Thursday, Thomas said he was staunchly opposed to the fire fee, but was concerned the council was being unfair to **Hernandez** by not making the $11 million reduction request when the surplus was presented. "I don't know if the city manager has truly analyzed that plan to see if he could reach that number," Thomas said. "And I don't know either what other options are completely out there." The surplus spending plan, which left the full fire fee intact, included funding to pay off the purchase of the Coastal Empire Fair site; complete the Cultural Arts Center; install computer security upgrades following a malware attack; fund a staff compensation study; and assist the Savannah-Chatham School Board in establishing an early learning center touted by DeLoach as an anti-poverty initiative.

Hernandez said Thursday he did not recommend using the surplus funds to make up fire fee cuts because the savings and unexpected revenue from 2017 were going toward one-time expenses and that the fire fee was meant to free up general funds for ongoing operational costs. "It would come back to bite us at some point in the future," he said. The proposed budget cuts are expected to be presented for the council's consideration during a budget workshop June 18. The tax rate has to be formally adopted by the end of the month and the council is expected to vote on the revised budget at their meeting June 21. Prior to the regular meeting, the council got a briefing on a hardship program the city is developing for low-income property owners who are unable to afford the fee. The city is now seeking a nonprofit social service provider to administer the program so applicants can also have an opportunity to get assistance with additional needs, said Tafanye Young, Chief Community Services Officer. "We're hoping that people will take advantage of this and see rewards beyond just the fire fee being waived," Young said.

Savannah Morning News (GA)
April 12, 2018

The Sense in the City's Spare Cents
Author: *Eric Curl*

Savannah had a better year, financially, than expected, according to city officials. Now, the city is planning on providing $2 million in funding needed to complete the new Cultural Arts Center, paying for security upgrades following a recent computer malware attack, and covering the full costs of a 3-percent performance-based pay increases for employees, after recently closing out the 2017 budget with a $10 million surplus. The surplus stemmed from a combination of about $5.2 million in revenue coming in higher than anticipated, in addition to expenses coming in about $4.7 million below budgeted amounts after the city implemented a hiring freeze last year, said City Manager **Rob Hernandez**.

Most of the growth was from elastic revenues, such as lodging and sales taxes, that expand and contract with strength of economy, **Hernandez** said. "We have a general idea how the economy is going to perform but it's a guess and science at the same time," he said. "So in 2018 our budgeting numbers are a bit more optimistic than they were when we put together the '17 budget, but something could happen tomorrow." The funding plan going before the Savannah City Council Thursday will also increase reserve funds, pay a debt owed for purchasing the Coastal Empire Fairgrounds site, and cover costs associated with converting a section of Montgomery Street for two-way traffic. In addition, staff is recommending that the revenue go towards staff relocation costs related to the planned sale of two downtown buildings and a compensation study to address pay inequities.

"We also did a reorganization this year and created new job titles," **Hernandez** said. "We think we slotted them in the right place, but it's time that we do a real in-depth review of our pay and compensation practices." Almost 100 positions were eliminated as part of the reorganization, with about 40 of them vacant, but dozens of new positions were added and impacted employees were given the opportunity to apply for the jobs. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position.

Hernandez said the surplus does not negate the need for the city's new fire services fee, which was implemented to correct a structural imbalance the city has faced for years. "If we didn't have the hiring freeze and agencies spent every dime we got budgeted, we would have only $5.2 million in extra revenue," he said. "The fire fee provides us an opportunity to take $21 million of pressure off of the general fund." The city council recently approved an ordinance that offers up to a 20 percent discount on the fee for installing safety equipment, developing emergency plans and participating in fire training programs. Property have between April 15 and June 1 to apply for the reduction before bills are sent out in the fall.

Meanwhile, the city also plans to spend about $500,000 on new technology and services to boost

security measures after a malware attack discovered in February impacted some city services. The malware appears to have been eliminated, but the city is still not accepting email attachments as a precaution, said city spokesperson Michelle Gavin. "We think that we've gotten it," Gavin said. "We've taken all the measures to wipe computers and have taken some extreme measures, but it's an ongoing thing."

Proposed surplus expenditures
Transfer to Reserves/General Fund Balance: $2.5 million
Performance-based 1-percent employee pay increase: $600,000
Cultural Arts Center Overrun: $2 million
Montgomery Street redirection project: $1 million
MPO agreement amendment: $200,000
Revenue dept. relocation: $500,000
Fairgrounds - Pay off Debt Service: $1.4 million
IT/Malware Equipment Recovery: $500,000
Relocation Contingency: $100,000
Compensation study: $300,000
Facility repairs and improvements: $800,000
Rental of backhoe - Cemeteries: $100,000
Total: $10 million

Savannah Morning News (GA)
February 18, 2018

Savannah Restructures Government Operations
Officials Tout Plan as Way to Make City Operations More Efficient
Author: *Eric Curl*

New titles and responsibilities, along with salary increases in some cases, have been issued to a number of Savannah's department heads and top administrators as part of a government reorganization implemented by City Manager **Rob Hernandez**. Touted as a way to make city operations more efficient and achieve the Savannah City Council's priorities in a recently adopted strategic plan, new departments and positions have also been created, while others have been eliminated or modified. The restructuring consolidates two assistant city manager positions, one deputy to the assistant city manager position and five bureau chief positions into three executive officers. The employees selected for the new positions have the experience and personality to lead and get things done, **Hernandez** said. "That's what differentiates managers from leaders," he said. "I need leaders more than I need managers."

Paying for quality
Marty Johnston, formerly a deputy assistant to the city manager, was selected to fill the chief operating officer position, charged with asset management, customer service, special events coordination and oversight of the financial and internal service functions of the city. The move bumps her salary up from $125,827 to $148,000. Heath Lloyd was selected as Chief Infrastructure and Development Officer, after previously working as the public works and water resources operations director. Lloyd's responsibilities include ensuring the safety of the city's infrastructure, producing safe drinking water, protecting buildings and streets from flooding, and improving the development process. Lloyd's new salary amounts to $148,000, up from his previous salary of $109,414. Taffanye Young was hired as the city's Chief Community Services Officer after previously serving as the Community and Economic Development Bureau chief. Young is charged with unifying initiatives and programs focused on improving the lives of residents and providing them with clean, safe neighborhoods and access to quality housing, recreational facilities, leisure opportunities and supportive services. Her salary increased from $132,282 to $148,000.

The city's former budget director, Melissa Carter, also received a pay increase from $89,400 to $115,000 after being promoted to head the new Office of Management and Budget, which is responsible for preparing the city's yearly and long-term fiscal plans, as well as taking on an expanded role in grants development. And David Keating, who previously worked as a real property director, had his salary increased from $84,025 to $90,327 after being put in charge of a revamped Real Estate Services Department that now oversees property acquisitions, facilities maintenance, cemeteries, and the Civic Center. Pay was only increased for employees who have taken on additional responsibilities so that they are being fairly compensated, **Hernandez** said. "We want to keep the good ones," he said. "And also we have key positions we have to fill and we need to be able to compete and attract a quality workforce." Cutting grass and dysfunction
After years of complaints about property maintenance issues and delays in completing planned

projects, departments that never talked to one another were merged and new offices were launched as a way to eliminate government bureaucracy and improve focus, according to officials. To improve property maintenance, quality of life and tourism impacts, a new Code Compliance department was created. Previously, code-related activities were handled by multiple departments, prompting situations in which a property maintenance enforcement officer could not handle a zoning violation, or vice versa. In addition, property maintenance was only citing code violations on residential properties and letting violations on commercial properties go or referring them to the building department, **Hernandez** said. "So we said time out ... we're bringing all that in house," he said. "We're going to do cross-training and we're going to have commonality in how our code enforcement is handled and prosecuted."

Kevin Milton, a new employee with the city, has been hired as director of the department, with a salary of $115,000. Former Property Maintenance Director Kimberly Corbin is now working as Code Compliance Assistant Director, with her salary remaining at $80,368. Similar issues led to the consolidation of the city's landscape maintenance functions, including squares and monuments, into a new Greenscapes department. Prior to the consolidation, **Hernandez** said one team would cut an overgrown lot and then a different unit would come back a week later and cut the adjacent canal bank. And in some cases, **Hernandez** said, small equipment such as weed wackers would not be brought in until days after the larger mowers had cut down some city right-of-way. Now, work areas have been divided into grids that are maintained by regional teams responsible for basically anything that grows, **Hernandez** said. "They work a grid and don't leave that grid until everything is finished," he said.

Former Park & Tree Director Gordon Denney now heads the new department. His salary remains $80,368. The reorganization also included the formation of the Capital Projects Management office, which **Hernandez** said put five full-time positions in charge of overseeing $726 million in budgeted projects. That move was praised by Alderman Julian Miller recently when the council was given an update on the projects being funded by the voter-approved special purpose local option sales tax. Often-repeated concerns were raised about the time it has taken to complete some projects, and Miller noted that the department was created to address the issue. "This is one of those things going on behind the scenes that the public won't see that is really going to make a big difference," Miller said.

Staffing impacts

The restructuring came after the city imposed a hiring freeze upon **Hernandez's** arrival in October 2016, and at his direction only critical positions were filled for more than a year in anticipation of the changes. Almost 100 positions ended up being eliminated as part of the process, with about 40 of those vacant. Dozens of new positions were added, however, and impacted employees were given the opportunity to apply for those jobs. "In certain instances we were very lean in operations, and I think that was hurting us," **Hernandez** said. Seven employees ended up not being placed either because there was nothing available or they did not accept the position offered, according to city officials. And after the city council voted to add 24 new positions to the police department this year, there ended up being a total net reduction of one position, **Hernandez** said.

Not all employees' pay went up after getting a new position. One former assistant city manager,

Peter Shonka, ended up having his pay reduced by $15,624 to $140,619 after he became head of a new arena development district office - the office focused exclusively on developing the new arena and stimulating private and public investment in the surrounding redevelopment area. Such pay reductions were unfortunate, but in some cases could not be avoided, **Hernandez** said. "There may have been several, although not widespread, due to reduction in responsibilities," he said. A number of other staffers retained the same salary, while taking on new roles. Bridget Lidy, former Tourism and Ambassadorship director, was hired as the new Planning and Urban Design director after her department was eliminated. Her salary remains $85,703.

And Bret Bell, newly titled assistant to the city manager rather than deputy assistant, is now charged with handling legislative priorities, preparing the council's agenda, and working to ensure residents' concerns brought to the attention of aldermen are addressed. His salary remains $107,205. In addition, former Economic Development Department Director Manuel Dominguez's salary of $80,368 was left unchanged after he became head of what is now the Office of Business Opportunity, which is responsible for administering and coordinating the city's economic and small business development program. After being delayed for about two months as they attempted to find suitable jobs for all of the impacted employees, the reorganization became effective Feb. 1, said **Hernandez**, whose salary remains $238,000. "One thing I want to stress to folks is patience," he said. "We just put this new organizational alignment into play."

Savannah Morning News (GA)
December 30, 2017

City Manager Talks 'Funkification,' Ferris Wheels in Savannah
Opinions Expressed on Preserving Historic Structures Modernizing Others
Author: *Eric Curl*

A modern looking arena could be in play, but a proposed Ferris wheel on River Street is out of bounds. City Manager **Rob Hernandez** recently shared his thoughts on architecture, historic preservation and development in Savannah, as the guest speaker at the Historic District Board of Review's recent retreat. During the hour-long discussion earlier this month, **Hernandez** also took time to describe one of his architectural "pet peeves." "I hate red brick," **Hernandez** said. "We seem to have this tremendous love affair with red brick." He said he would like the new arena the city plans to build west of the Historic District to have a more modern look, perhaps with stainless steel and glass, while still paying homage to history. "But it doesn't have to be rooted in red brick," he said.

The arena site is outside the board's jurisdiction, but Chairman Stephen Merriman Jr. later said he is not necessarily opposed to a more modern looking building being built at the site. "I would be more opposed to build an arena that appears like it was built in the 1850s," Merriman said. "It gives a false sense of history." **Hernandez** also made it clear that he believes City Hall is no longer an efficient place for himself and other city staffers to work or for the Savannah City Council to hold their meetings. He talked about his plan to build a modern municipal complex in order to consolidate the city's workforce, while possibly converting City Hall into a "working museum" where the mayor and aldermen could have offices. "We're going to preserve City Hall," **Hernandez** said. "We have to preserve it, but the day-to-day stuff can go somewhere else." The 111-year-old building is in serious need of repairs, and funds for the structure's restoration will need to be raised, possibly by including the project in the 2019 special purpose local option sales tax referendum, he said.

Hernandez got some pushback from board members when he said he was considering replacing City Hall's deteriorating wooden windows with modern faux-wood frames to make them more efficient and hurricane-resistant. Board members were concerned the move would ruin the building's historic integrity and lead to private developers also wanting to bypass ordinance requirements. They suggested the city install exterior wood windows with interior storm windows to achieve the results he is seeking. Otherwise, the historic protections in place would crumble, Merriman said. "That's one of the biggest things Savannah has going for it, is our ordinance," he said. There are some buildings that seem ripe for "funkification," such as the old East Side Theater on the corner of East Broad and East Gwinnett streets, **Hernandez** said.

The historic theater with the words "Hungry World" across the old marquee has sat vacant for decades. "Not to be disrespectful of its character, but you can do cool things with it," **Hernandez** said. "That building has a lot of potential." In a similar vein, he would like to "funkify" Martin Luther King Jr. Boulevard around the Interstate 16 flyover, which he considers an eyesore. There have been plans proposed to demolish the ramp into downtown, but **Hernandez** said he does not

see the structure going anywhere anytime soon. But the city is too busy trying to put out daily fires and has little time to be creative, **Hernandez** said. "You're the folks that need to come up with those ideas and we'll support it when we can," he said. **Hernandez** also made it clear that some proposals will not fly as the city tries to balance the demands of tourism with preservation efforts and residential needs. Board members thanked him after **Hernandez** said he and the city council recently rejected a request to install a Ferris wheel on River Street.

The 137-foot-tall observation wheel would have been installed on a city parking lot along the water between the Abercorn and Lincoln street ramps at an initial rate of $17,000 a month, under the lease agreement proposed by Missouri-based SkyStar Wheel. "When I looked at that request, I said no way," **Hernandez** said. **Hernandez**, who previously worked as the deputy county administrator of Broward County, Fla., became Savannah's city manager in October 2016.

Savannah Morning News (GA)
December 1, 2017

City Considers Budget Cuts, Fees to Cover its Shortfall
Hernandez: $187 Million Proposal a Starting Point
Author: *Eric Curl*

Savannah staffers are proposing a variety of revenue generating options and expense cuts for the 2018 budget to determine whether the Savannah City Council wants to implement service enhancements or reductions in the face of projected funding shortfalls. The preliminary spending plan presented during the first day of a two-day budget retreat on Thursday amounts to a "bare bones, no frills and somewhat painful" general fund budget of $187 million that includes almost $13 million in cuts to personnel, services and capital project investment, said City Manager **Rob Hernandez**. "It's not even a recommended budget or a proposed budget," **Hernandez** said. "It's just a starting point for our conversation."

The second budget option of almost $200 million would sustain existing services, as well provide funding for performance-based wage increases and increase reserve funds for unforeseen expenses. The third spending plan would be an "enhanced budget" of about $213 million to cover expenses related to council priorities, such as additional police officers recommended by a consultant to improve emergency response times. Among the funding options staff presented was a proposed fee charged to all properties to cover the cost of fire department services and eliminate that department's dependence on tax revenue. Implementing a fee to cover the full cost of fire services would amount to $370 per household and raise an estimated $31.5 million, according to the budget report.

A consultant, Ecological Planning Group, also presented reduced rates as an option that would cover between 50 percent and 75 percent of fire service costs and raise about $15.7 million to $23.6 million. Property tax increases and decreases of between half a mill and two mills were also proposed, with revenue impacts ranging between $2.5 million and $10 million. "Anything you decide today for this budget is going to play out and have an effect for the next few years," said Erick van Malssen, who was working with the fire fee consultant. A hardship fund to assist low-income property owners is now being considered as part of the fire fee proposal, if it is adopted.

Savannah Alderman Van Johnson said he is still concerned about the fee's impact since renters would not be eligible to receive payments from the fund, even if the fee's cost was passed onto them by landlords. But Alderman Julian Miller said rental rates are established by the market and he does not expect tenants to be adversely affected as a result of the fee. Alderman Tony Thomas said renters would be impacted, but that the more than 5,800 tax-exempt property owners benefiting from fire services need to contribute to those costs. "Those folks have got to participate," Thomas said. "It's going to be tough for some people, but some people have been riding this system for decades."

The $12.7 million in spending cuts are being proposed, despite projected increases in property

tax revenue and other tax revenue streams this year and next. The shortfall is due to a combination of factors, including an increase of tax exemptions, operating costs and growing debt payments related to property purchases, infrastructure improvements and public safety purchases, **Hernandez** said. "We have a lot of needs in the city that far exceed the revenues available to us," he said. A surplus of about $3.8 million is actually anticipated for 2017, due to higher than projected tax growth and salary savings from a hiring freeze. Those funds are proposed to be used to offset a budgeted use of reserve funds for 2017 and help cover expenses related to hurricane damages and capital project overruns.

The city is also anticipating some employee payouts due to some officers joining the county police department, following the split of Savannah-Chatham police. Planned civilian staff cuts stemming from a government restructuring should only result in a "handful" of employees actually leaving the organization since those impacted will have the opportunity to fill other positions, **Hernandez** said. The second day of the budget retreat is scheduled to begin at 8:30 a.m. Friday. During the workshop staff will need the council to make a decision on what type of funding options or cuts they want to move ahead with, **Hernandez** said. "I have to get some clarification on what they want to do because I have to put together a final budget," he said.

Savannah Now – Savannah Morning News (GA)
February 11, 2017

Poverty Persists in Savannah, Despite City Programs
Author: *Eric Curl*

Austin Spell, 20, wants to be a pipe-fitter or EMT. That is why he was recently sitting in a classroom at the Moses Jackson Advancement Center, where he and six others were registering for a GED program put on by Savannah Tech. Spell said he was pulled out of school by his stepfather in eighth grade and he does not have the educational background he needs to meet his career goals. "I'm planning on getting my bachelor's degree and see what I can make out of myself," he said. The GED program is one of many programs at the city-supported advancement center that are meant to help Savannah residents find employment. Still, Savannah's high poverty level persists. The percentage of Savannah's population living below the poverty level was almost 27 percent in 2015 — up from almost 22 percent in 2000, according to the US Census Bureau's American Community Survey. The increase occurred as the city invested $2.7 million in general funds in anti-poverty programs between 2011 and 2016, including $642,600 to support the advancement center, according to a recent report presented by city staffers. During that time, another $1.1 million was spent supporting Step Up Savannah's job training and anti-poverty initiatives, and $981,304 went toward various social service agencies.

About a million dollars in federal funds supported the advancement center and social services offered by America's Second Harvest of Coastal Georgia, Union Mission and Lutheran Services of Coastal Georgia. Taffanye Young, Community and Economic Development Bureau chief, recently attributed the increased poverty rate to the recession when she presented the report to the Savannah City Council during an economic mobility workshop. "You had a lot of jobs that were lost," Young said. "A lot of people with higher incomes and higher skills ended up taking some of the lower skilled jobs." And job training is no "magic bullet" when residents have child care, transportation, substance abuse and criminal background issues to deal with, Young said. Only 17 percent of the 507 individuals who received job training through the city-funded programs since 2011 ended up becoming employed, according to the staff report. Those type of results are not satisfactory, City Manager **Rob Hernandez** told the council. "We may have to do something entirely different with some of these populations that have drastic barriers," **Hernandez** said.

Hospitality programs
Other programs have fared better, however. The US Department of Labor's Workforce Innovation and Opportunity Act only employed 34 percent of the 1,256 Chatham County participants since 2011, although many of those participants are still engaged in the program, according to the staff report. And since 2014, 316 adults received job training through the Step Up's Chatham Apprentice Program, with 59 percent becoming employed. Another 159 jobs have been created or retained since 2011 for low- to moderate-income residents through a city-supported loan program administered by the Small Business Assistance Corporation. Goodwill of Southeast Georgia is helping residents find work with the launch this year of a hospitality training program at the advancement center. Rashena Platt, one of the six-week program's

participants, said that after three months of being unemployed, the program helped "get her foot in the door" and find a job as a housekeeper.

Whether hospitality-based jobs will help Savannah reduce the poverty rate has been a matter of local debate. The growing number of hotels has drawn some criticism from residents, who are concerned about the city becoming too dependent on what they contend are low paying jobs. But Borish Jenkins, a Goodwill Career Center assistant who conducts the training course, said the hospitality industry does offer opportunities for advancement and better pay. Hotel employees, for instance, can start as a housekeeper, go to front desk, then become a supervisor and from supervisor become a general manager, said Jenkins, a former hotel employee himself. "I know it can be lucrative," he said. And some hotels, such as developer Richard Kessler's Plant Riverside $270 million hotel project being built along West River Street, are going to be offering higher pay, Jenkins said.

The Plant Riverside project is located in a state opportunity zone, which makes Kessler eligible for job tax credits for providing employment in an impoverished area. The hotel is supposed to create 700 full-time permanent positions with benefits, including health insurance, and Kessler is required to pay at least $10.25 as part of the tax credit agreement, but he has said beginning wages could reach as high as $15 an hour . As for Platt's plans, she said she plans on working her way up to be a manager. "You always have an opportunity for advancement," she said. "So just take your time and move up."

'Outside the box'
City staffers said that they plan on improving coordination among service providers, identify new revenue sources, aggressively promote programs, and think "outside the box" to reduce the poverty rate and provide more employment opportunities. Young said that the city may want to try to re-implement a partnership with a local church that had retirees provide training, such as brick laying, for residents seeking job skills. Staff is also working on a proposal that will hopefully address some of the hard to hire issues with respect to city contracts and city employment, **Hernandez** said.

https://www.wsav.com/news/savannahs-city-manager-on-his-first-3-weeks/
Nov 9, 2016

Savannah's City Manager on His First 3 Weeks
by: Andrew Davis

He was the choice of the council to lead the city of Savannah. In just three weeks on the job, City Manager **Rob Hernandez** has already been through a hurricane and multiple murders. But what does Savannah's City Manager thinks the next three weeks, months, even years may hold. "Making decisions without having all the appropriate facts or knowing all the different facets of the community that could be dangerous," said **Hernandez**. That's why **Rob Hernandez** says he is in "listen, learn and observe" mode. Observing the community he now helps shape.

Shaping with a community and a staff he has already seen deal with a hurricane, and thrive under pressure. 'The reverse would be that i'm here 6 months or a year and we would have a crisis and what would be going through my mind would be, well i don't know who I would rely on, I don't know how this team is going to perform, I now know that," explained the City Manager. He also knows is that crime in Savannah is a problem. "The community is very concerned about it, the community expects us to take proactive measures and we have," said **Hernandez**.

But the same community also may be too focused on each and every criminal act. "When we have an instance of crime that happens here it's unfortunate," explains **Hernandez**. "But it stands out more i think in the community mindset because it's out there its closer to them it gets publicized more in the city of Savannah." But he is not ready to rubber stamp the high cost of putting more officers on the streets. Stressing Fiscal responsibility, he hopes to find "progressive" ways to get police what they want in 2017. "My job is to balance all the competing needs in the community and to try to make a fiscally sound and operationally sound recommendation to the nine that eventually have to make the decisions," explained the City Manager.

The decisions about growth of our city is foremost on **Hernandez**'s mind. "We can't afford to be as methodical as we have been in the past again because the world is moving at a breakneck speed, and we have to keep up with the world," said **Hernandez**. "Are we behind?" "I'm not saying we are behind. But we have to pick up the pace." Pace of life, and pace of drawing businesses to Savannah. "Make sure they know Savannah more than just a great place to visit. A great place to relocate your business," said **Hernandez**. "Oh and by the way they have a really great local government as well."

Sun Sentinel
SEP 21, 2016

Deputy Broward administrator leaving for Savannah
By Brittany Wallman

The No. 2 official in Broward County government has resigned, after accepting a job in Georgia. Roberto "Rob" **Hernandez**, deputy county administrator, said in a letter to County Administrator Bertha Henry earlier this month that it was with "great sorrow" he submits his resignation. **Hernandez** was responsible for a large portion of county government, and also brokered the deal with the Florida Panthers that increased the hockey club's public subsidy but helped ensure the team would stay. In a handwritten note on the resignation letter, he thanked Henry for mentoring him, and giving him "the tough tasks to take on, like the arena."

Besides the deputy position, Henry has two assistant county administrators, Monica Cepero and Alphonso Jefferson, and two assistants to the county administrator, Gretchen Cassini and Alan Cohen.

Hernandez has been the deputy in Coral Springs and in Atlanta's Fulton County. But he said his professional goal was to be in the top position. "I'm not getting any younger and the years are just flying by, so this was the right time and the right community," the 50-year-old **Hernandez** said in an email recently. "I did not want to take any city manager or county manager job just for the sake of it, unless the community was right. Savannah is a nice town with lots of positive attributes and challenges, too." **Hernandez**'s resignation is effective Oct. 9.

WTOC 11 (GA)
August 11, 2016

City of Savannah Names Roberto Hernandez as Sole Finalist for City Manager
Author: *Sean Evans*

The City of Savannah held a news conference on Thursday to discuss updates in the search for the new city manager. After a nationwide search, and in a unanimous consensus and recommendation, **Roberto Hernandez**, deputy county administrator of Broward County, Florida, has been named the sole finalist for the position of City Manager of Savannah. Choosing **Hernandez** was a unanimous decision by city council members, and **Hernandez** has accepted the offer pending contractual negotiations according to Mayor Eddie DeLoach. Deloach said **Hernandez's** hands-on approach, experience in government and energy are some of the qualities that separated him from the other candidates.

According to the Broward County Government website:
Hernandez is an ICMA-Credentialed Manager with more than twenty years of progressive and responsible local government management experience. He re-joined Broward County in July 2013 as Deputy County Administrator. Previously, he served as Deputy City Manager for the City of Coral Springs overseeing various city functions as well as the city's community redevelopment agency. Prior to Coral Springs, he served as Deputy County Manager for Fulton County, Ga., where he oversaw public safety agencies, unincorporated area services, the Office of the Child Attorney, offender reentry program, and coordinated with the County's constitutional and judicial agencies. He previously served Broward County in a variety of capacities from 1994 through 2008, including serving as an Assistant to the County Administrator from November 2003 to June 2008. **Rob** retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

Hernandez was a finalist for two other jobs previously. He was a finalist for the El Paso County, TX County Administrator position earlier this year, and was a finalist for the Delray Beach City Manager position in 2014. **Hernandez** talked about the advantages the region presents, with the ports, travel opportunities with Savannah-Hilton Head International Airport and the proximity to the beach and overall rich history, as well as the military presence. "I was very impressed by the passion from the city council in terms of what they see happening in the city over time, and their strong dedication to the community. That really, that really sold me," said **Hernandez**. While in Fulton County, **Hernandez** oversaw multiple departments including police, fire and rescue and also served as the county manager's liaison with judicial agencies.

Mayor DeLoach says he believes **Hernandez** could come in and start working right away with the police department and judicial services in Savannah to address crime. Alderwoman Carol Bell says she was impressed with how much **Mr. Hernandez** knew about the city and its operations already. So WTOC asked the front-runner what he's observed so far and hopes to achieve as the next city manager. "The need for continued re-investment in certain communities, a progressive strategy for bringing new investment for the community, for growing jobs. For

fixing and updating the condition of the infrastructure. Those are the things that everybody goes through, it's very common. But that's certainly something that I'm going to have to tackle once I get there," said **Hernandez**. Savannah City Council members met on Wednesday to hear from the search committee about where they are on the final candidates up for the position. The council and search committee then met behind closed doors in an executive session.

Current City Manager Stephanie Cutter announced her retirement at the beginning of the year, setting into motion a nationwide search for her replacement. So, what exactly was the city looking for when they put out the posting for a new city manager? It's an important question given that at least the last two city managers were not what the respective city councils eventually wanted in the role. First of all, for those who forgot or perhaps never knew, ours is a Council/City manager form of government. Meaning while the council appoints a city manager, the city manager runs the city and some might argue, the city council itself.

First and foremost council was looking for a person who had worked with and understood the challenges of a diverse community, not just racially but economically. Someone who could bring new ideas for breaking the cycle of poverty among those living in certain neglected parts of Savannah. And, of course, someone who bring new ideas to the table when it comes to fighting violent crime, in particular, gun violence. Here's an interesting role they want this person to fill: possible ax-man. Council, at least the newest members, want this new city manager to review city government top to bottom and start cutting if Savannah's City Hall has gotten too big, and taxpayers are paying too much for something that could be done with fewer people and resources.

For filling this role, our new city manager will receive the city's benefits package and a salary between $210,000 and $300,000. That's yet to be negotiated if **Roberto Hernandez** is our man. We mention briefly where this candidate has been and what positions he's held in the past. You may be thinking of all his deputy roles that this guy has always been the groomsman and never the groom. And **Hernandez** anticipated that issue in his actual resume' saying, "…I've resisted the temptation to 'chase' city manager positions solely for the sake of becoming a city manager at any cost. Instead, I've judiciously and patiently served in deputy roles in great organizations and exceptional communities."

Hernandez considers himself a pretty simply, straight-forward guy. He says his management style is fluid. It adapts to the specific situation. Not that we're looking yet, but **Hernandez** will tell you he is clean. This is what he told recruiters before tossing his hat in the ring: "…There is 'no dirt' on me. I live a clean, simple life, prefer to tell things as I see it, and sleep well at night." We will continue to follow those negotiations and let you know exactly what the city decides when it comes to salary, contract length, start time and other allowances.

Tribune Content Agency News Service (USA)
May 20, 2016

Is Broward ready for a hurricane hit? Drill shows how rescue would work
Author: *David Fleshler*

May 20--After raking the Florida Keys and Miami-Dade County, Hurricane Kimo reached Miramar as a lethal Category 3 storm, with sustained winds of 129 mph, and tore a diagonal corridor to Deerfield Beach. The slow-moving storm bore into the county for seven hours. A tornado struck Pembroke Pines, Cooper City, Davie and Fort Lauderdale. An eight-foot storm surge trapped people on barrier islands. With cell towers damaged, many smart phones became useless. This was the scenario Thursday as Broward County conducted a full-scale hurricane drill at the Emergency Operations Center in Plantation to prepare for the June 1 opening of hurricane season. About 300 people gathered on the operations center's vast open second floor to practice receiving calls for help, coordinating responses and dealing with the countless challenges of a natural disaster.

"We've got to get it right the first time," **Rob Hernandez**, deputy county administrator, told the group. "The public expects that we'll get it right the first time. We can't offer them excuses. There are no alibis, there are no mulligans." The scenario began seven hours after the all-clear, as the county lay damaged, darkened by power outages and full of a untold crises, with fatalities reported, residents trapped by floodwaters and many situations requiring immediate attention. Like much of contemporary life, the response to the crisis would be coordinated largely through a computer software program, in this case WebEOC 8.0, a crisis-management system developed by Intermedix Corp. of Fort Lauderdale.

As calls for help and reports of problems such as power outages came in, it was up to those in the room to route them to the right agency or issue the correct orders to deal with them. The group included representatives of law enforcement agencies, fire departments, the county government, Florida Power & Light Co., city governments, the Red Cross and many other organizations.
A call to rescue four people trapped on a roof in Oakland Park was routed to the Broward Sheriff's Office, said Major Kevin Shults, who headed the Sheriff's Office group at the emergency operations center. But the law enforcement agency's helicopters didn't have the sort of basket-and-line system required for such an endeavor. They asked the Coast Guard to do it instead. A call for water came from Pompano Beach, where the storm damaged the treatment plant, reducing its output by half. Alan Garcia, director of the county's division of water and wastewater services, ordered emergency interconnects from a county water plant that would temporarily provide the city with sufficient water.

In the pressroom, public communications specialist Cindy Malin scrawled occasional updates on a white board: "Flooding and tornado damage throughout county. Exact location TBD." "Drones being used to assess damage." As the various reports, crises and calls for help came in, evaluators in green vests observed the work in each area. They will prepare written reports. The Red Cross, which operates shelters, faced a crisis when 2,500 people showed up at a Coconut Creek shelter that was already full. The issue was "escalated" to a high-ranking group of

decision-makers, who authorized the opening of an additional shelter. "The exercise is to test our abilities to collaborate, communicate and respond," said Roberto Baltodano, the Red Cross' regional communications manager. "These are things that could happen during a real hurricane. We've had these hurricane scenarios." The county has not seen a direct hit from a hurricane since Wilma in 2005. "It's been 11 years since we had one," County Mayor Marty Kiar said to the group before the drill began. "Hopefully this will be another year that we're hurricane-free. But eventually we're going to get hit."

South Florida Sun Sentinel (FL)
Dec 8, 2015

Deal helps Panthers, helps Broward more

The Broward County Commission should approve a new agreement today with the Florida Panthers because the deal would better protect the public's investment in the BB&T Center. One can argue persuasively the county was wrong to make that investment of tourist tax revenue 20 years ago, when the Panthers wanted out of the old Miami Arena. A National Hockey League team draws fewer tourists than Broward's beaches and the convention center. The county, however, can't back out of that commitment. With that in mind, county administrators make their more persuasive case for the front-loaded $86 million deal that would run through 2028.

One argument against the deal is the public shouldn't subsidize the rich owners of the Panthers. Deputy County Administrator **Roberto Hernandez** responds that the money -- none of it property tax revenue -- would go toward the arena, not the Panthers. The team owners also run the company that manages the BB&T Center. They would have to spend the $86 million on improving, operating and promoting the arena, of which the team is the main tenant. The county would have to sign off on the improvements. The team also would continue to pay $5.3 million per year toward the arena's debt, which will be paid off in 2028. So the county's investment would go to the county's facility.

The other main argument against the deal is the county should spend the money on projects that better play to Broward's tourism strengths -- such as beaches. Two other key priorities are an expanded convention center and a convention center hotel. The arena is far from the county's major tourism hubs. **Hernandez** acknowledged, "We are very sensitive to that." He believes, however, the county can "meet all of our obligations" regarding tourism promotion, especially beach renourishment. County officials, **Hernandez** said, routinely have made conservative estimates of 3 percent for increases in tourist tax revenue. In fact, annual increases have been more like 5 percent.

The county has put much of that balance in reserve, **Hernandez** said. A recent study of the tourist tax questioned the amount of money held in reserve. Doing so, **Hernandez** said, means the county can use that money for one-time projects like beach renourishment and still pay the recurring expenses of the Panthers deal. Part of this story is the coming debate over raising the tourist tax from 5 percent to 6 percent, even though none of that potential revenue is part of the Panthers deal. It is generally agreed money from the sixth cent would go toward convention center expansion.

Hernandez said the county is waiting for bids on the expansion. When administrators have an idea of the cost, the county will start discussions on raising the tax. Miami-Dade and Palm Beach counties have raised their tourist taxes to 6 percent. +The deal would cut the county in for a share of profits if the money-losing Panthers became big winners on the ice and financially. The arena would have a better chance of getting an all-star game, and the team would continue to help youth hockey in Broward. All are nice points, but the focus of the deal, correctly, would remain

on the BB&T Center. The healthier it is, the better for the county. Losing the Panthers would mean losing 40 dates, and the BB&T Center has lots of regional competitors. So the arena is healthier with the Panthers, and with the team having a better chance to succeed.

Having studied the financials, **Hernandez** said, "We came to the conclusion that it would cost the county almost as much if the team stayed as if the team left. It's almost an economic wash. So if we would pay with or without them, it's better to have them." The deal would allow the Panthers to leave after eight years, but the team would have to repay the $72 million in tourist tax revenue it had received. If the team left after eight years, the county would have enough money to repay the arena debt. As long as the Panthers stay, **Hernandez** said, "We transfer a lot of the responsibility to the team." The county also would get development rights to land around the arena. One other point in the deal is worth noting. Two decades ago, the county committed to spending two cents of tourist tax revenue on the arena. The county hasn't met that obligation. Under the deal, **Hernandez** said, the Panthers would drop all claims to any unspent money. There might be emotional reasons to reject the Panthers deal. There are better business reasons to approve it.

Capital Gazette (PA)
March 3, 2015

Broward Commission Brainstorms Ways to Help Struggling Center Pocket of County
Author: *Brittany Wallman*

In the heart of Broward County is a zone of economic depression that even the most dramatic real estate boom didn't lift out of poverty. The unincorporated neighborhoods in the 33311 zip code — roughly between Interstate 95 and U.S. 441, north of Broward Boulevard — were left behind by the cities around them. No city will take them. County commissioners are their only local government. Commissioners met Tuesday to talk about the central county community — four mostly African-American neighborhoods of about 7,000 people — and agree on a host of small efforts to help. Only $4.8 million is allotted for economic development there — a sliver of the county's overall $4.1 billion budget. County Commissioner Dale Holness, the area's only direct local representative, said it's the first economic development money the county has spent there since the 1980s. About $30 million has been spent on improvements of roadways, bus shelters, drainage and the like. The moves commissioners endorsed Tuesday are hardly dramatic: Relocating a Boys and Girls Club to Delevoe Park, continuing building homes on 144 lots the county owns, working with small businesses to improve properties by offering loans or grants, giving a makeover to some of the roadways, improving parks, and banking land for future redevelopment. No one promised an immediate turnaround. "It doesn't happen overnight," county Economic Development Director Sandy-Michael McDonald warned. But county leaders said they support a renewed focus. "I'm glad to see we're moving forward with some planning," Holness said, "because the community desperately needs it." While the rest of Broward enjoys a rebound from the Great Recession, with three years now of positive economic growth, the central county zone remains stagnant. "These communities look to us to guide them along the way to economic prosperity in their neighborhoods," Deputy County Administrator **Rob Hernandez** said.

Joblessness is down to about 5 percent countywide. But in Central Broward, it ranges from 21 percent in Boulevard Gardens, to 22 percent in Roosevelt Gardens, to 32 percent in Washington Park, to an astounding 44 percent in Franklin Park. Holness said many residents there lack transportation and job skills, and some have criminal backgrounds — all obstacles to employment. Countywide, the median household income is $51,251. In the central county area, it's significantly lower, at $33,432, Assistant County Administrator Alphonso Jefferson said. Crime is down there, county officials said. Still, the number of rapes, burglaries, car thefts and assaults are relatively high in such a small area, county leaders said, and residents complain they regularly witness drug deals and prostitution, as well as assaults. Broward County Administrator Bertha Henry said she would begin implementing the economic development ideas discussed Tuesday. McDonald said he hoped to leverage the money to spark private investment from business owners. Each project will return to a County Commission agenda for approvals. Across downtown, at the Fort Lauderdale City Commission, Commissioner Robert McKinzie asked that the city take another look at annexing the unincorporated areas. The city will move in that direction.

Broward New Times (FL)
March 18, 2014

Florida Panthers Asking for Public Money, but Proposal Seems to Benefit Only the Team
Author: *Chris Joseph*

Looks like the Florida Panthers' latest proposal to Broward County has altered language that would basically screw over the county while they make the big dough, according to a rundown of the proposal by the Sun Sentinel. The first proposal the Panthers made at the beginning of the year had asked the county for something around $70 million, claiming that they had been losing $20 million and that they need public funds to keep from being dissolved from the NHL. This latest proposal asks for $80 million or more. The Panthers also want to develop 22 acres north of the BB&T Center for a casino-hotel that the county is also supposed to pay for. The Panthers turned over the 57-page proposal to Broward County commissioners and, according to the Sentinel's findings, it boils down to more money for the team while the county gets the shaft. Those wishes are not far off from when the team asked for county money originally back in January. The team's original proposal included taking $4.5 million of its annual payment off the books and having it picked up by Broward County. The team also asked the county to contribute $500,000 a year toward maintenance.

The latest proposal says the Panthers need a hotel-tax subsidy package worth $80 million over the next 14 years to keep them from losing money. But the overall deal would seem to benefit only the Panthers. "As currently written in their proposal," Deputy County Administrator **Rob Hernandez** told the Sun-Sentinel, "it would definitely have an impact on our ability to share in any of the profits." County officials say they won't support the proposal without a better return for Broward's taxpayers. Back in September, the Panthers were bought for $240 million by Cliff Viner and Sunrise Sports & Entertainment to a group led by New York businessman Vincent Viola. The Panthers have had an operating loss of $12 million for the 2011-12 season and were worth $170 million, according to Forbes. As for Panther and hockey fans' reaction to this, they took to Twitter with the usual vitriol.

US Fed News (USA)
August 11, 2013

Broward County Names New Deputy County Administrator
Author: *Staff*

Broward County has issued the following news release:

Broward County Administrator Bertha Henry has announced the appointment of **Roberto "Rob" Hernandez** as the new Deputy County Administrator. **Hernandez** is an experienced public servant who served as deputy county manager for Fulton County, Georgia, and most recently as deputy city manager for Coral Springs in Broward County. He is returning to County Government, where he first began serving the County in 1994 and most recently served as an assistant to the county administrator from 2003 to 2008. As deputy county administrator, **Hernandez** will assist the administrator in managing the day-to-day operations of the County, and oversee the activities of several large departments, including Public Works, Human Services and Environmental Protection and Growth Management, as well as the Parks and Recreation, Libraries and Cultural divisions. Also reporting to **Hernandez** will be the Office of Economic and Small Business Development, Office of Public Communications, Office of Intergovernmental Affairs and Professional Standards, and the Office of the Medical Examiner and Trauma Services.

Henry said, "We are excited to have **Rob** back with Broward County. He has dedicated much of his professional life to public service and has a keen understanding of how county government programs and services help meet the needs of our residents, businesses and visitors. He will be a valuable asset to the County and the community." **Hernandez** has a bachelor's degree in public administration from Florida International University, and a master's degree in public administration from Nova Southeastern University. He is a graduate of the Broward Fire Academy and the U.S. Army John F. Kennedy Special Warfare Center and School. He retired from the U.S. Army Reserves in 2008 after a 23-year career, most recently serving as a senior instructor in civil-military operations.

McClatchy-Tribune Regional News (USA)
February 6, 2013

Brief: Coral Springs Offers Incentive to Company
Author: *Lisa J. Huriash*

Taxpayers will be handing over cash to a new business considering coming to town, although they don't know yet who is getting the check. City officials said the business, described as a "pharmaceutical manufacturing, research and development" company, is a coup for the city. The company is expected to bring 108 jobs and a new source of tax revenue to the city.

Dubbed "Project Rock Solid," the business will receive $540,000 in state, county and city money in incentives through the state's qualified target industry tax refund program. In addition to the city's portion of $54,000, city commissioners agreed Tuesday to allow $825,000 in credits that would normally be paid for fees such as building permits.

"The bottom line is if we don't offer incentives, somebody else will," said **Rob Hernandez**, deputy city manager. "It's the cost of doing business." The company is allowed by state law to remain unknown to the public while it's in this process of receiving incentive money. **Hernandez** said the company asked to remain anonymous for competitive reasons.

McClatchy-Tribune Regional News (USA)
December 13, 2012

Coral Springs to Consider building New City Hall
Author: *Lisa J. Huriash*

City commissioners said Tuesday they were open to the idea of spending millions of dollars to construct a brand new City Hall. "To me, the short answer is yes," said Commissioner Claudette Bruck. "We should proceed and we should proceed now." City leaders must now decide if they really want the new building, where it will go and how to pay for the estimated $25 million cost. It will eventually be a "financial decision," said Vice Mayor Tom Powers. "There's way too many questions." For about a year, former Mayor Roy Gold had proposed closing both City Hall buildings on the north and south sides of Sample Road to construct one large facility.

But while some commissioners had previously said the project could become unwieldy and too expensive and they doubted there would be public support, the majority now seem open to at least further discussion. Deputy City Manager **Rob Hernandez** said the 45-year-old building was "outdated and functionally obsolete." "You can go anywhere and hear conversations in the next office," he said. And, the current building is "not a source of civic pride." "That's depressing," Bruck said. **Hernandez** also said the current building is expensive to keep up, with $1 million alone needed to retrofit the building to accommodate a new telephone system.

"If we're pouring money into a facility that is no longer worth pouring money into," the commission should consider a new building, said Commissioner Dan Daley. City Manager Erdal Donmez said the city staff will come back with "more refined numbers" in late January with the projected costs to build a new City Hall at various spots, which include the current location, Mullins Park, and the area envisioned to be built as a downtown.

Several South Florida cities have recently built new City Hall complexes. Doral earlier this year spent $22 million on its new building and Wellington built its new building last year for $10.5 million. In Coral Springs, officials said municipal bonds would be the best way to cover the expense Commissioner Larry Vignola said he has always opposed the plan and still does. "Is it a top priority to spend more than $20 million on? Not in my opinion, and not in the opinion of the majority of our residents. I don't why we're still talking about this. I don't think now is the time for a project like that."

South Florida Sun Sentinel (FL)
November 24, 2011

Springs Gets New Deputy City Manager
Author: *Arun Sivasankaran*

Roberto Hernandez, who has over 20 years of progressive and responsible local government management experience, has been appointed Coral Springs Deputy City Manager. "I look forward to leveraging **Rob's** operational expertise to continue delivering exceptional services to our community with the best possible level of service," City Manager Erdal Donmez said. Prior to joining Coral Springs, **Hernandez** was the Deputy County Manager for Fulton County since 2008. **Hernandez** also served as an Assistant to the County Administrator for Broward County. Before that, **Hernandez** served in a number of key roles with local government.

His professional experience includes key positions in public safety, housing and community development, and social services. In addition, his military service includes more than 23 years in the U.S. Army Reserves. He has held several leadership positions and has served on Active Duty in support of several military operations. **Hernandez** holds a Master of Public Administration degree from Nova Southeastern University and a Bachelor of Public Administration from Florida International University. **Hernandez** also obtained his certification in firefighting from the Broward Fire Academy.

The Atlanta Journal-Constitution (GA)
May 25, 2011

Illegal Dumping
Putting the Brakes on Tire Dumping
It's no Easy Task as Illegal Activity Stealthily Spreads Across State
Author: *Ernie Suggs*

Over 10 days last fall, someone made three trips to the Arts Exchange and dumped more than 1,000 old, dirty tires onto the property. The location was ideal. Easy access off I-20 in southeast Atlanta. A dead-end road. A wide-open space. Across Georgia, there are hundreds of examples of illegal tire dumping such as this, on public and private lands, creating a problem that is as much health hazard as it is eyesore. Of 10 million scrap tires generated in the state annually, an estimated 1.5 million are discarded illegally, the Georgia Environmental Protection Division said. And Atlanta finds itself at the center of this rubberized abandonment, with its city council compelled this week to form a separate tire commission to combat the violators. The city annually deals with 450,000 scrap tires, nearly 70,000 of them dumped illegally, said Winthrop Brown, Georgia EPD program manager.

Not surprisingly, money is at the heart of this problem: Tire salvagers get paid to collect tires but many of them won't pay for recycling. So they dump the tires. Everywhere they can. "It is a very significant problem in the state, because of the expense and because these tires are breeding spots for mosquitoes and vectors," said Brown, noting that Newton County last year collected 67,000 dumped tires. "Dumping is bad in metro Atlanta because of the population, but dumping is increasing in rural areas because of the distance they have to travel to get rid of tires."

As part of his job, the EPD's Brown regulates how tires are disposed from car dealerships and tire shops, among others. Businesses must pay for a carrier to pick up truckloads of old tires. Otherwise, there is little concentrated enforcement. Tire dumping is a felony, but there are just five criminal cases currently pursued by the state, though several people previously have served prison time for this offense, Brown said. "If nobody calls it in, we have a hard time prosecuting," Brown said, adding there are only a few local jurisdictions, such as Columbus and Macon, that have their own laws on the books, though state regulations exist. In April, Atlanta Councilwoman Joyce Sheperd, who pushed for the tire commission, led a clean-up in District 12 in which 2,000 tossed tires were collected. In southeast Atlanta, she has overseen the retrieval of 4,711 tires this year, and more than 10,000 over the past five years.

Fulton County Deputy Manager **Rob Hernandez** said south Fulton has the same problem as Atlanta with illegal tire dumping and no ready solution. The county has considered putting a deposit price on used tires, similar to glass bottles, to encourage residents to take them to a landfill. "It's difficult to prosecute offenders unless they're caught in the act," **Hernandez** said, "and Fulton lacks the staff to try to trace tires back to suppliers and find out who they were sold to." Last summer, the Fulton County health department spent $23,000 on a tire drive that netted 2,100 tires. The public works department pays $50,000 per year to dispose of old tires. "This has been a real problem for us," said Cheryl Odeleye of the Arts Exchange, surveying the endless

and unwanted black mountain left near the center. "It is a health hazard. And it is a morale downer for someone to come in and be so disrespectful to us."

Piles of old tires don't necessarily present toxic health issues, rather they serve as nesting places for rats, snakes and mosquitoes, little consolation to those left with this mess. Across metro Atlanta, jurisdictions vary in how to deal with dump sites. DeKalb County officials said they defer to state law in dealing with tire dumping. In Clayton County, illegal dumping can land someone in jail for six months. Cobb County claimed it hasn't had much of an issue with discarded tires, outside of a few isolated incidents. "What a lot of people don't understand is that there are a lot of expenses involved in tire disposal," Dewey Grantham of Liberty Tire Recycling said.

If operating lawfully, a carrier takes used tires to a recycler, where in Georgia there is a 90 percent chance these tires will be converted to fuel. A carrier typically charges $2 per tire, but has to pay the recycler $1 for each, cutting into the profit. An illegal carrier might charge $1.50 per tire on pick-ups, bypass the recycler and leave the tires at an isolated place like the Arts Exchange. There also have been cases in which people have rented trucks and abandoned them filled with old tires. Bolder criminals have stocked empty warehouses with worn tires. The state lacks funding to properly monitor tire disposal. For every new tire larger than 12 inches and sold in Georgia, a consumer pays a $1 fee, which was supposed to go to a solid waste fund. Yet for two years, state lawmakers have diverted the funds elsewhere, covering other needs. Limited state spending also has resulted in fewer inspectors, making it harder to monitor and clean up tire dump sites.

The Arts Exchange, even with more than 1,000 tires, had what was considered a small clean-up. Liberty Tire Recycling volunteered to remove the tires, employing four workers. The tires were loaded in less than two hours. Grantham said his company processes 25,000 tires daily. "What is unfortunate is that illegal tire dumping gives tire recycling a bad name," Grantham said.

Tire disposal
Number of scrap tires generated in Georgia annually: 10 million
Number of those that are disposed of illegally: 1.5 million
Fulton public works department's expense each year for tire disposal: $50,000
State fee charged on each new tire larger than 12 inches that is supposed to fund a solid waste fund, but has been diverted for the past two years for other purposes: $1

The Atlanta Journal-Constitution (GA)
May 16, 2011

Your Tax Dollars
Grumbling Greets Amphitheater
Supporters See Boon for South Fulton; Opponents Question Use of Funds
Author: *Johnny Edwards*

South Fulton has a lot to brag about these days. After last week's announcement that Porsche would leave Sandy Springs to build its North American headquarters near Hapeville, Fulton County officials will open the new 5,200-seat Wolf Creek Amphitheater. Supporters are counting on the venue becoming another Chastain Park, a regional draw where picnicking music fans take in classy, intimate concerts. Fulton County Commissioner William "Bill" Edwards, who has championed the $6.1 million project for the past decade, predicts it will draw the spending power of concertgoers from throughout the metro area to nearby stores and restaurants, bolstering a local economy hit hard by the recession.

But the amphitheater is a sore subject for north Fulton residents who say it's another case of the county government using their tax money for projects that don't benefit them. State Rep. Lynne Riley, R-Johns Creek, who opposed the amphitheater when she was a Fulton commissioner, said the $6.1 million shouldn't have come from the county's general fund. "Every citizen of Fulton County, regardless of where they live, top to bottom, is underwriting the cost of operating that facility," she said, "whether it's a gain or a loss."

Edwards said south Fulton residents pay county taxes, too. "South Fulton needs to be able to live, work and play right where they are," he said. Business owners between the amphitheater, which is off Camp Creek Parkway, and I-285 expect a boost. Anwar Noorali, owner of Camp Creek World of Beverage, predicts a 15 percent to 20 percent increase in business on concert days from wine shoppers. "Any economic activity, and concerts that bring in a lot of people, will definitely be good for the local economy," Noorali said.

But some point to the location -- in the flight path of the world's busiest airport -- as an issue. Michael Fitzgerald, a Johns Creek resident and member of the Milton County Legislative Advisory Committee, said he can't fathom making a 45-mile drive to attend a show there, not with the constant roar of jet planes overhead. "One of the problems with Fulton County is it's too big, and that's a long way," he said.

The Wolf Creek Amphitheater has stirred tensions along the way. When the construction contract was approved in 2008, Riley and Commissioner Tom Lowe were outvoted 4-2. Riley contended that figures from a 2005 feasibility study -- which predicted the amphitheater would be profitable after three years -- needed to be updated. Edwards fired back that she and Lowe were trying to sabotage a revenue-generating project that south Fulton wanted. Edwards also brought up that the county spent $1 million on Alpharetta's Verizon Wireless Amphitheatre, which was privately built. The county's contribution came through a trade-off for north Fulton not having garbage service at the time. Gary Bongiovanni, editor-in-chief of Pollstar Magazine,

said a 5,200-seat venue will have a tough time up against the 6,500-seat Chastain Park in Buckhead, the 12,000-seat Verizon amphitheater, and the 19,000-seat Aaron's Amphitheatre at Lakewood in southeast Atlanta. The proximity to Hartsfield-Jackson International Airport won't help, Bongiovanni said. "Especially if you're talking about doing any acoustic acts," he said.

Fulton County Arts Council interim Director Michael Simanga, whose department will run the amphitheater, said he isn't worried about planes. Before construction began, the county held free concerts at the site, including Atlanta Symphony Orchestra performances. "You can't really hear it, once the music is playing," Simanga said. Grammy-winning soul/R&B singer India Arie will perform a free concert June 4 for the grand opening. No shows have been booked after that, he said, though he's in negotiations for some. Riley questions whether Wolf Creek will cover its operating costs.

The county doesn't have a detailed operating budget yet. Deputy County Manager **Rob Hernandez** said planners didn't expect the facility to be finished this soon, so the upcoming concert season will be something of a trial run, with 10 shows at the most. The plan is to recoup costs through concert bookings, and the County Commission has approved a fee schedule. Expenses should be limited to electricity, water, janitorial maintenance and groundskeeping, like any public park, **Hernandez** said.

Wolf Creek was the shooting venue for the 1996 Olympics, and it currently houses a police training center. A new library is in the works, and other plans include a sports complex, walking trails, horse trails, and an arts, cultural and events center, which also could generate revenue through bookings, Edwards said. Alre Alston, owner of the Ultimate Bar and Grille in Camp Creek Pointe shopping center, expects the amphitheater to bring him customers before and after shows. "I think it will be a good thing, as long as they bring in the quality clientele, not the rough clientele," he said.

Edwards said the county won't allow hard-core rap acts. He's looking for shows that appeal to south Fulton residents, citing performers that played free concerts -- R&B groups such as the Manhattans, the Spinners, the Dells and the O'Jays. However, he said, north Fulton residents are welcome to book shows, too. The amphitheater also can be used for church functions and graduations. On a recent visit, Edwards showed off the massive stage, the pristine dressing rooms for stars and the 4 feet of legroom between the rows of seats. He said he has no doubt the project will pay for itself. "It isn't about being sustaining," Edwards said. "Let me tell you what we want to pay: lights and water. This is for the people, for people to come out here and have a good time."

The Atlanta Journal-Constitution (GA)
January 22, 2011

Fulton Hikes Club Fees Despite Suit
Judge Declared Adult Ordinance Invalid after Free Speech Dispute
Strip Joints' Attorneys Debating Next Step
Author: *Johnny Edwards*

Fulton County will raise fees on strip clubs by hundreds of dollars this year and double them for nude dancers, even though the county remains locked in litigation over the fees after a federal judge recently declared the adult entertainment ordinance unconstitutional. With no discussion, the commission voted 5-1 this week to raise a list of fees on businesses and residents in unincorporated south Fulton expected to generate an extra $303,601 per year. Amid new and increased rates for false alarms, fire safety inspections, escort services and door-to-door salesmen were several license and permit hikes on the county's three nude bars off Fulton Industrial Boulevard.

Attorneys for the clubs say they are considering what to do: whether to seek an injunction or pay the fees and hope to recoup them as damages. "I don't know what right they have to increase them when the case is still being litigated," said Jim Cline, who represents Riley's Showbar. "I guess they can do whatever they want. I guess we can argue about it when we get to the end." **Rob Hernandez**, the deputy county manager for the South Fulton Special Services District, said the county attorney advised officials that since the lawsuit is still pending, Fulton is justified in raising the fees. If a club refuses to pay, it could have its license revoked and would face closure, he said. "There was an injunction ordered on certain aspects of the ordinance, but not all aspects of the ordinance," **Hernandez** said.

County Attorney R. David Ware did not return messages from The Atlanta Journal-Constitution inquiring about the issue. The judge's ruling arose from a First Amendment lawsuit filed by a group of clubs in 2001 that challenged the county's revved-up regulation of nude dancing as a prior restraint on free speech, part of a larger battle being waged throughout metro in both state and federal courts. The clubs won the 2001 case in U.S. District Court. It was reversed on appeal, and then it was sent back to District Court. In November 2010, Senior U.S. District Judge Robert Vining ruled that the code illegally put the clubs through a bureaucratic wringer, making them wait indefinitely for approval from police, fire and building departments. While Vining withheld judgment on whether the fees were too high, he did say that if sections of the ordinance don't hold up, none of it can stand. "Judge Vining has said that we don't have an ordinance," Cline said. "Unless they appeal, then there's no ordinance unless they go back and pass one."

But starting Feb. 1, the county will raise the cost of an adult entertainment license from $6,000 to $6,400 and annual license renewal from $4,000 to $4,300. Employee permits will rise from $300 to $325, permit renewals from $50 to $100, employee background checks from $50 to $55 and fire inspections from $30 to $75. The increases are expected to generate an additional $11,590 per year. Cary Wiggins, an attorney for Fannie's Cabaret, said that since nude dancing is protected speech, a county's licensing fees can be no more than the cost of regulation. He said

there is no evidence that nude bars cause any more problems for police than regular bars, and he doesn't see how Fulton can charge $4,000 to renew a license, much less $4,300. "I'm just unaware of any evidence justifying a rate hike," Wiggins said.

The third club off Fulton Industrial, Club Babe's, isn't taking part in the lawsuit. Managers at all three declined interview requests. Wiggins also represents two Sandy Springs clubs that, while no longer in unincorporated Fulton, are seeking back compensation from the period before Sandy Springs became a city. As with the state government and other local jurisdictions, the Fulton fee hikes are part of a strategy to make up for declining revenue without burdening property-tax payers. **Hernandez** said he is also trying to recover costs and adjust an array of charges, many of which haven't changed in five years, for inflation. North Fulton Commissioner Liz Hausmann cast the sole dissenting vote Wednesday. She told the AJC that she opposes raising any fees or taxes in this economy without reducing spending. She said she wasn't aware of the strip club issue.

The Atlanta Journal-Constitution (GA)
May 17, 2010

County Targets Image Change
Campaign is to Clean up Fulton Industrial
Code Enforcers, Police Start out Cracking Down on Boulevard's Motels
Author: *Steve Visse*

Fulton County has an image problem with its huge warehouse district: Its legitimate economic opportunities sometimes have been overshadowed by its undesirable qualities. This has caused companies to bypass it and take their business across the Chattahoochee River to Cobb and Douglas counties, or get out of Fulton and relocate. "We have had tenants who have been there for years and years and who decided to move across the river," said Tom Flanigan, ING Clarion asset manager. "I don't think it was taxes." To attract new business and keep what it has, Fulton is pushing a campaign designed to clean up what it says is the 10 percent of Fulton Industrial Boulevard that gives the rest of it a bad name. For starters, code enforcers and police have targeted motels that allegedly were centers for sex and drug trades; three were closed for health and safety violations, and a fourth was sold to a new owner, who refurbished the property and secured a Days Inn franchise.

The new motel has posted rules in the lobby banning unregistered guests from rooms and requiring identification to reserve a room as a customer. "We got rid of a hub of criminal activity," said Tom Phillips, county code enforcement administrator. "You can walk in there now and say, 'I can stay here.' Two years ago you wouldn't have said that. You might not even have walked in there." At its last meeting, the County Commission banned truck drivers from parking their big rigs in vacant lots off the boulevard and using them as unofficial truck stops. "Truck stops, as you know, have a link to prostitution," Phillips said. Even strip clubs such as Fannies' Cabaret are seeking a more orderly boulevard. Fannies' is trying to distance itself from prostitution, specifically the hookers who regularly have solicited the club's clientele when arriving and leaving. The club hired security to run them off. "It didn't used to be this way 15 years ago," said Thomas Madden, Fannies' Cabaret general manager.

Police have cracked down, making 107 prostitution arrests in the past two years compared to 41 in the three previous years, according to county statistics. The county is committed to restoring a clean-cut image to the boulevard's seven-mile roadway that runs from Fulton County Airport at Charlie Brown Field to Campbellton Road in south Fulton, according to Deputy County Manager **Rob Hernandez**.

The area has 89 million square feet of warehouse and commercial space but a county study released in March showed that several buildings and warehouses, developed in the 1960s and 1970s, are practically unusable. Seven properties are listed on the Georgia Hazardous Site Inventory, including five for the presence of cancer-causing vinyl chloride. Noting its potential, the study described the boulevard as potentially one of the largest and most prestigious warehousing and transportation hubs east of the Mississippi River. "Today it may still be the largest, but it has lost much of its prestige," the report concluded. Last month, the county used

the area blight and vacant warehouses to have the district reclassified as an opportunity zone urban redevelopment area. That allows it to borrow $26 million from a federal bond program and give employers a $3,500 tax credit for each new job for 10 years. **Hernandez** said the county wants to use the bond money to install crime surveillance cameras in the area. A $100,000 federal grant already was secured to increase police patrols and hire seven officers specific for south Fulton. "We're serious about this," **Hernandez** said. "We have put together everything we have available in our tool box to assist Fulton Industrial."

Satellite offices for county services and commissioners Emma Darnell and Bill Edwards have been set up to show the county is committed to improving the area. People have noticed. Companies recently either bought or leased separate industrial properties that cover a combined 260,000 square feet. With upgrades, the area should be able to sell itself. It is located in the center of a metro area that promotes itself as a national transportation hub. Fulton Industrial offers a regional airport and is close to Hartsfield-Jackson International Airport. I-20 is located nearby, as is the Norfolk Southern Intermodal container shipping yard in Austell, an industrial area crisscrossed by railroad tracks.

A next step would be to develop a Community Improvement District, which has happened elsewhere in Fulton and in Cobb, DeKalb and Gwinnett counties. CIDs require commercial property owners to tax themselves to pay for development plans, transportation alternatives and security. Boulevard activists so far have been unable to obtain 51 percent approval of the property owners to install a CID, which increases tax bills by 3 or 4 mills. Yet one man on board with this idea is Madden, the strip club manager, who recognizes that even the adult entertainment business needs better security. "We have to keep it clean here," he said.

The Atlanta Journal-Constitution (GA)
October 9, 2008

Fulton Begins Taking Steps to Aid 911 Center
Author: *D. L. Bennett*

Fulton County has begun making changes that officials hope will improve a 911 center beset by chronic understaffing and dangerous operator errors. By filling 12 vacancies and promising reforms to reduce job-related stress, county officials say they should be able to boost both work quality and employee retention. "We are adamant when we say we are going to solve the problems in the center," said **Roberto Hernandez**, deputy county manager. "Once we know all the facts, we will address it immediately. We will fix it."

Problems at the center that takes emergency calls and dispatches aid were discovered in August when an operator mistakenly sent help to the wrong location for a Johns Creek woman who later died. An Atlanta Journal-Constitution investigation found more than 1,000 write-ups of employees during the past five years for everything from fighting, dispatching mistakes and chronic tardiness to falling asleep on the job. Current and former employees complained that understaffing leads to workers being routinely forced to work 12- and 16-hour days, straining family life and causing conflicts in the center, dispatching and call-taking errors. The inquiry found mistakes that endangered not only callers seeking help but the emergency crews sent to provide aid.

Fulton also has launched three of its own investigations -- one by an outside consultant reviewing center operations, another by police of the incident on Aug. 2 and a third by **Hernandez** and others looking at employee satisfaction issues. Rather than wait for those all to be complete, County Manager Zachary Williams has filled 12 of 33 openings for communications officers and supervisors by reassigning operators who previously provided service for the city of Milton under contract. Milton dispatching is now handled by Alpharetta.

"This definitely should add value and reduce stress on the staff," said Commissioner Lynne Riley, who represents the city of Johns Creek, where Darlene Dukes died Aug. 2. Fulton also has in process two classes of trainees who should be able to fill all the remaining spots, a move he hopes will cut down on stress at the center and reduce conflict and mistakes. Everyone should be on the job within six months, **Hernandez** said.

"We remain committed to excellence in all public safety services, and recognize that 911 operators are the first link in the chain of emergency response," said Williams. "These men and women save lives each day." The auditor's report is now due Nov. 10. The internal probe by police should wrap up this week. **Hernandez** said the committee's work on employee issues is ongoing and its plans address issues like child care for employees who work odd hours and stress management.

The Atlanta Journal-Constitution (GA)
October 5, 2008

Not Enough Workers and a lot of Slack
Author: *Heather Vogell & D. L. Bennett*

A supervisor told 911 worker JoLynn Griffin she didn't have any days left for vacation. The Fulton County emergency center had barely enough workers to cover shifts. But Griffin went on a cruise anyway. She returned to find her job waiting, her personnel file shows, just as it had been when she'd missed work before. Chronic absenteeism and tardiness are among the center's most vexing problems, records and interviews suggest, accounting for roughly a quarter of all personnel infractions and aggravating a staffing shortage that can mean marathon shifts for the dispatchers who do show up. Griffin is one of scores of Fulton 911 employees who racked up roughly 280 sanctions for arriving late or not at all -- often on multiple days -- a database of personnel actions since January 2004 reveals. The problem is likely worse; officials say their data is not comprehensive.

No-shows were counseled, warned and occasionally suspended. But they were rarely fired, data show. Some workers accumulated long disciplinary histories that included 911 call errors as well as absences, and they weren't terminated, according to personnel files. "It appears that certain violations of performance were tolerated or forgiven, for lack of a better word, in order to maintain the staffing required to operate the center," said Lynne Riley, a Fulton commissioner. Losing trained employees wasn't an attractive option for the 911 center. In recent weeks, as many as a third of the center's total positions have sat vacant. Deputy County Manager **Rob Hernandez** said staffing shortages are common at 911 centers, but Fulton's center needs to train more new workers and improve retention. A county consultant should address discipline problems such as absenteeism, he said. "In general, discipline was used like a tool -- a management tool -- rather than as a last resort," he said. "It may have lost its intended effect."

Data show at least eight 911 workers have been sanctioned 10 or more times for playing hooky or walking in late since 2004. Migraines, oversleeping and not feeling well were regular excuses, files say. Employees also blamed a pet illness, panic attack, traffic, getting back in town late, driving a child to school, car problems and a broken toilet. Even current center director Crystal Williams has filed her share of tardy slips, records show, citing late starts, trouble finding parking, feeling ill and, on at least three days, alarm clock malfunctions. Reached by phone, she declined to comment. Former 911 center employees said chronic tardiness and absenteeism led to feuding among staffers. Cassandra Eloi said that during her year at the center it was common to be held over for extra work because others failed to show. Those who did come in often worked 12 to 16 hours straight, she said. "You are running a 911 center on minimal staffing every day," said Eloi, who was fired for being rude to callers. "You have calls holding. You have calls dropping, every day."

Griffin left without permission for the cruise and two other short vacations between September 2003 and March 2004 -- in addition to taking dozens of sick days and showing up late at least 14 times, records show. Alfred "Rocky" Moore, the center's director at the time, wrote in a March

2004 letter that he was considering dismissing her. "Your personal vacation [cruise] did not justify an emergency vacation," he wrote. But Griffin hung on, volunteering for a demotion instead. Her tardiness continued. One night in January 2006, the call center sent a Fulton sheriff's car to pick her up for work because she had car trouble, records show. Later that year, she was suspended after supervisors said an error she made delayed response to a fire call. She took disability retirement in mid-2007.

Griffin, a 23-year center veteran who was called "an excellent supervisor" in a 1995 job review, said in an interview she disputes that she caused a delay on the fire call, or that her unpaid leave resulted in a staffing shortage that couldn't be covered. She said she was singled out for infractions that others -- including supervisors -- also committed. She felt Moore had a grudge against her. "There was no reason to deny me," Griffin said of her vacation requests. "It's not like I didn't do my share of covering for people, either."

Other workers also complained discipline was not handed out evenly. "There are subjects who manage to be sick every payday weekend and never receive any type of discipline from your same staff," communications officer Francesca Pearson wrote in an April memo to Moore. Pearson could not be reached for comment for this article. Morale was low. After a supervisor threatened one employee with suspension for tardiness, she responded: "go ahead and suspend me that's one less day that I have to work here," a note in her personnel file said. Moore, who was reassigned, did not return three phone messages seeking comment.

The 911 center hasn't lacked the money to fill vacancies. For the past three years, the center -- funded by fees tacked onto phone bills -- has ended the year with excess cash in its salary account, records show. In 2007, it finished nearly $1 million richer than it started. Instead, **Hernandez** said the center appears unable to keep up with attrition. Some drop out during the intense six-month training period. Others start but find the pressure and night shifts unworkable. Child care and worries about job security as some cities encroach on Fulton's call territory are also factors, he said. He said he does not want to second-guess center managers on their handling of absent employees. But it is a serious problem. "I know my boss would consider that to be job abandonment," he said.

Data analysts John Perry and Megan Clarke and staff writer Cameron McWhirter contributed to this article. 32 emergency calls delayed. Six of those calls were delayed more than 20 minutes.
* 23 instances of employees being orally abusive, fighting, being unprofessional or disruptive in the call center. 34 write-ups for poor customer service. 9 instances of dispatchers sleeping on duty. 280 write-ups of not showing up to work or showing up late. 147 write-ups for not meeting monthly standards for speed and safety by the department.
* Numbers based on a review of the incomplete database of disciplinary actions against employees at Fulton County's 911 center.

Sun Sentinel - Fort Lauderdale (FL)
April 29, 1997

Conditions for Planned Shelter don's Allay Fears
Author: *Robin Benedick*

No matter how many conditions the city puts on the proposed homeless shelter on West Sunrise Boulevard, they won't appease nearby property owners who worry about transients congregating near their homes, businesses and public parks. "Those conditions won't keep vagrants from wandering around the neighborhoods," said Fort Lauderdale Vice Mayor Tim Smith, who is among the shelter's harshest critics. "Unless there are incredibly stringent rules that you can only go in by vehicle and leave by bus, that neighborhood is going to be overrun."

Smith and neighborhood leaders are hoping to derail Broward County's plans for a $7.7 million shelter at 600 W. Sunrise Blvd. Their first chance comes at a special meeting of the city Planning and Zoning Board at 6:30 p.m. Wednesday at City Hall, 100 N. Andrews Ave. The board's recommendation goes to city commissioners for hearings. One of the conditions the city wants to put on the proposed 200-bed homeless assistance center is that it accept no walk-ins - only tenants who are referred there by an agency or police. That means homeless people now accustomed to staying the night at Tent City, the dingy open-air camp in a downtown parking lot, won't get into the new shelter without referrals.

Opponents are pushing the planning board to delay approval until Broward hires a not-for-profit group to run the center and community leaders raise $3 million in private donations for the project. The shelter is expected to be completed in 18 months once city approvals are granted. Broward County's architect, Edward Seymour, has designed a two-story shelter patterned after one in Miami. The building would face Sunrise Boulevard, but entrances and parking would be at Northwest Sixth and Seventh avenues. The fenced campus would have separate men's and women's dormitories with room for families, classrooms, a medical clinic, day-care center, dining hall and courtyard.

City planners are recommending approval with these conditions:

- Availability: Center must give priority to Fort Lauderdale's homeless who are within two miles of the center.
- Security: Center must pay for 24-hour security inside and outside the campus.
- Curfew: Center must require tenants to be inside from 8 p.m. to 7 a.m. daily. Exceptions would be made for school or work.
- No walk-ins: Center must not accept people without a referral. Center also must establish a no-loitering policy on the property and post signs.
- Citizen board: Center must set up a neighborhood advisory board.

County officials said they were designing a shelter that wouldn't be a magnet for uninvited homeless people. "The word will quickly get out among the homeless that this facility does not accept walk-ins," said **Rob Hernandez**, Broward County's assistant director of Human Services. With more than 5,000 homeless people in Broward, the shelter is billed as the first of several to

address a growing problem that could get worse under new federal and state welfare reforms. Homeless advocates worry that police will enforce trespassing and other city laws too eagerly to chase transients from public places. "Being homeless is not a crime and it shouldn't be that they go to jail for that," said Dianne Sepielli, a member of the county's homeless advisory board.

Sun Sentinel - Fort Lauderdale (FL)
March 13, 1994

New Refugees like Broward Cuban Immigrants Find more Opportunities, Less Congestion
Author: *Lyda Longa*

When Geovanny Montes de Oca and 11 of his friends set sail from Havana for the United States aboard a rubber raft in October, Montes de Oca's friends couldn't stop talking about Miami. But after the men were rescued by the U.S. Coast Guard and taken to Key West, Montes de Oca set his sights on a different place: Broward County. His relatives had described Broward as an area where plenty of opportunities could be found. "I like Miami, but up here, there's less congestion and life is more relaxed," Montes de Oca said in Spanish. "I love it here because I'm learning English, I have a job and I even got a car," he said. Montes de Oca works at the Fort Lauderdale-Hollywood International Airport's catering service. Montes de Oca, who lives with friends in west Hollywood, is not alone. In the past six months, a colony of about 50 or 60 Cuban rafters has taken root in Hollywood and Fort Lauderdale.

The reason is simple: The rafters believe that employment and housing are easier to get in Broward than in Dade County. Historically, rafters have flocked to Dade County because they felt more comfortable among their Cuban countrymen, said **Roberto Hernandez,** executive director of Hispanic Unity of Florida. But that's changing. "Lately, the rafters have learned that in Broward there is less congestion and a better chance of finding a job," **Hernandez** said. "Many of them also have friends and family in the area who have told them that Broward County has less Hispanics and less competition for work."

According to the 1990 U.S. Census, there were roughly 109,000 Hispanics in Broward County compared to almost 1 million in Dade. Of those, there were 24,000 Cubans in Broward and almost 570,000 Cubans in Dade. Hector Nodarse, 29, heard about Broward County when he was still in Havana earlier this year. Nodarse was a sound technician with El Ballet Nacional de Cuba - the Cuban National Ballet. "I like the hustle and bustle of Miami because it reminds me of Havana, but I already have a job here {in Broward)," Nodarse said. "Broward is a little too quiet for me, but I'll get used to it."

Brothers Roberto and Raydel Rivera of Dania are two more Cuban rafters who ended up in Broward. The Riveras arrived in Miami aboard a rubber raft in December; they came from the Cuban port town of Mariel. Both are learning English at a night school in Hollywood. "I lived in Miami for about a month before I came to Dania, and I tell you life is better here," Roberto Rivera, 22, said in Spanish. "I'm learning English, I just got my driver's license and soon, I know I'll have a job. Once I get that I'll get my own apartment. Life is good here."

Sun Sentinel - Fort Lauderdale (FL)
February 22, 1994

Planned Center may Help Elderly Hispanics
Author: *Lyda Longa*

Inez Carrascillo is an elderly Hispanic woman who wants somebody to talk to.
When you're 76 and the only language you speak is Spanish, it's hard to make friends in a neighborhood filled mostly with young working Anglos. Soon, Carrascillo, who is Cuban, and other elderly Hispanics in Broward County could have a place to spend time together, working on arts and crafts and chatting in Spanish.

Roberto Hernandez, director of Hispanic Unity of Broward, said he hopes to open the county's first senior center for Hispanics in the next few months. The proposed center, which would be in Hollywood, would provide activities, meals, transportation and companionship for Broward Hispanics over 60. The 1990 U.S. Census estimated there were 11,891 elderly Hispanics in the county. "There is no single place in Broward County where elderly Hispanic people can go just to talk and relax with their peers," **Hernandez** said. "When you reach a certain age, you want to be with other people who share a similar culture and can understand you."

Hernandez, 27, has applied for a $100,000 county grant that would pay for four full-time employees for the planned center. Last year he purchased a 7,000-square-foot building at 5840 Johnson St. for the center with the help of a grant from the city of Hollywood. Edith Lederberg, executive director of the Area Agency on Aging, said she has promised **Hernandez** that her organization would provide meals for the center once it opens.

Although there are a handful of senior centers scattered throughout the county, Lederberg and other social service officials agree that none cater specifically to Broward's Hispanic elderly. "We have several senior centers throughout the county, but elderly Hispanic people won't go there because they feel uncomfortable and out of place," Lederberg said.

That feeling is not limited to elderly Hispanic people. Gema **Hernandez**, a sociologist and associate professor at Nova University's School of Business, said the sentiment is shared by most elderly people of varying ethnic backgrounds. "As we age, most of us have a need to return to our ethnic roots," **Hernandez** said. Carrascillo, who stays alone during the day in her west Hollywood home while her daughter and grandchildren go to work and school, said she needs someone to interact with during those long hours.

Research Compiled by: Amanda Dillabough
Colin Baenziger & Associates

Appendix D

St. Johns County, FL Resolution Thanking CB&A for Its Outstanding Service

RESOLUTION NO. 2007-231

A RESOLUTION OF THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA, THANKING COLIN BAENZIGER & ASSOCIATES FOR ITS OUTSTANDING EFFORTS IN CONDUCTING THE EXECUTIVE SEARCH FOR THE COUNTY'S NEW ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, St. Johns County retained Colin Baenziger & Associates (CB&A) to identify and recommend strong candidates to be the County Administrator;

WHEREAS, CB&A's staff worked diligently to find and produce excellent candidates, and then provided the County Commission with comprehensive materials concerning the candidates' aptitude, experience, background, complete and thorough interviews, references, extensive checks of criminal, civil and financial history, verification of employment and education, and exhaustive reviews of Internet and newspaper archives of these candidates; and

WHEREAS, CB&A's process was completely open, fair and unbiased and was extremely well received by the County Commission, county staff, the press, and the public; and

WHEREAS, the County Commission wishes to express its gratitude to Colin Baenziger & Associates for its efforts on behalf of the county;

NOW BE IT THEREFORE RESOLVED BY THE COUNTY COMMISSION OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:

Section 1: Recitals. The preceding recitals are true and correct and are incorporated herein by this reference.

Section 2: Acknowledgement. The County Commission wishes to express its sincere appreciation and gratitude to Colin Baenziger & Associates for its outstanding work and effort in assisting the county in finding its County Administrator.

Section 3: Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 21 day of August, 2007.

ATTEST: Cheryl Strickland, Clerk

By: Pam Hatterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Ben Rich
Ben Rich, Chairman

Rendition Date: 8/23/07

Appendix E

Comments from Dale Martin on CB&A's Vetting Process

Fernandina Observer™
A JOURNAL OF NEWS AND OPINION

Weekly comments from Dale Martin

By Dale Martin, City Manager, City of Fernandina Beach
March 18, 2016 1:00 a.m.

The vetting process employed by Mr. Colin Baenziger following my application to the City of Fernandina Beach was the most thorough review of my career, credentials, and references that I have ever experienced. In the months leading to my appointment here, I was interviewed in several other communities for similar City Manager positions. Despite getting to the interview stage in those communities, none of my references ever indicated to me that they had been contacted. As part of the selection process here, I was required to provide an exhaustive list of references, some very specific, such as my current Town Attorney, auditor, Chamber of Commerce, etc. To the best of my knowledge, every single reference provided was contacted.

The historic information provided to the City Commission for each candidate was extensive. Reading through the older newspaper articles rekindled so many memories- the personalities and issues from earlier days illustrate some peaks and valleys over the past twenty years. It has been a wonderful ride.

Note: Mr. Martin reminisces about his career for the remainder of the article. The full article can be found at:

http://fernandinaobserver.com/2016/03/18/weekly-comments-from-dale-martin-5/#more-65218

Fernandina Beach, Florida
Request for Proposal
City Manager Executive Search Services
RFP #23-07

March 23, 2023

630 Dundee Road
Suite 225
Northbrook, IL 60062

Primary Contact Person:
Laurie Pederson
Director of Administrative Services
847-380-3198
LPederson@GovHRusa.com

GovHR USA
GovTEMPS USA

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GovHR USA
GovTEMPS USA

Cover Letter

March 23, 2023

City of Fernandina Beach
ATTN: City Clerk's Office – RFP #23-07
204 Ash Street
Fernandina Beach, FL 32034

Dear Ms. Best and Members of the City Commission:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Fernandina Beach, Florida. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise and work exclusively in the public sector. We have 21 full-time and 8 permanent part-time employees including 6 full-time recruiters and 26 additional project consultants. Our employees and project consultants are located across the country, giving us a national presence. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities.

GovHR Vice President Alan Rosen will be responsible for your recruitment and selection process, and he will be assisted by GovHR President Heidi Voorhees and by a home office Recruitment Coordinator and a Reference Specialist. Mr. Rosen's biography is attached to the proposal and his contact information is:

Alan Rosen
Vice President, GovHR USA
Minneola, FL
954-644-9999
Arosen@GovHRusa.com

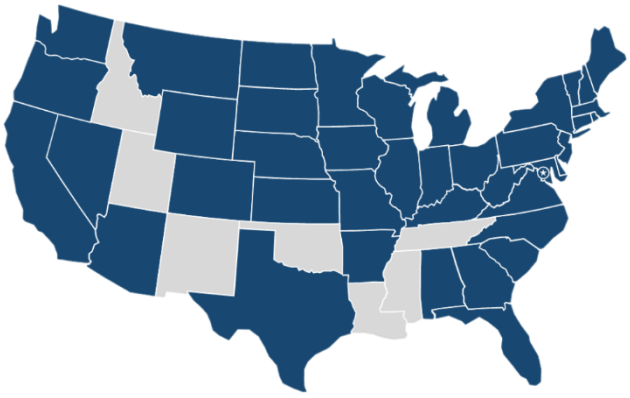
We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see, let us know. Please contact Laurie Pederson, Director of Administrative Services, 847-380-3198, if you have questions regarding our proposal or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Sincerely,

Judith Schmittgens
Corporate Secretary and Compliance Manager

Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.



GovHR has 21 full-time and 8 permanent part-time employees including 6 full-time recruiters and 26 additional project consultants who are based in Arizona, Colorado, Florida, Georgia, Illinois, Indiana, Massachusetts, Michigan, Minnesota, Ohio, Tennessee, Texas and Wisconsin, giving us a national presence. Additionally, GovTempsUSA, GovHR's subsidiary, provides interim staffing solutions to keep operations moving during the recruitment process.

Our consultants are experienced executive recruiters who have conducted over 1,000 recruitments, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Our Leadership

Heidi Voorhees
President
847-380-3240
HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.

Joellen Cademartori
Chief Executive Officer
847-380-3238
JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Why Choose GovHR?

Unparalleled Expertise and Level of Service: We are a leader in the field of local government recruitment and selection with experience in **42 states**, in communities ranging in population from 1,000 to 3,000,000. Since our establishment in 2009, more than 40% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients. Surveys of our clients show that 94% rate their overall experience with our firm as ***Outstanding*** and indicate that they plan to use our services or highly recommend us in the future.

Delivering the Best: We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process, includes extensive use of **social media** for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates. Additionally, before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

A Partner from Start to Finish: We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

Services for Any Budget and Any Search: We strive to meet the specific needs of our clients. We offer several options for recruitment services to meet your needs and your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe that best fits your needs. However, you may find all our services here on our website.

Our Team

GovHR employs a team of professionals with backgrounds in local government and the not-for-profit sector. With your staff needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable Vice President Alan Rosen. He will act as your project manager and primary point of contact for this project, and he will be assisted with administrative tasks and reference checks by a home office Recruitment Coordinator and a Reference Specialist. GovHR President Heidi Voorhees will assist and advise Mr. Rosen on the search process, as needed. Mr. Rosen's biography is attached to this proposal and his contact information is:

Alan Rosen
Vice President, GovHR USA
Minneola, FL
954-644-9999
Arosen@GovHRusa.com

Prior to joining GovHR, Mr. Rosen served as the County Manager of Lake County, Florida, and before that as the Interim City Manager in Port Orange. Mr. Rosen has more than seventeen years of experience in the public sector, and is well versed in Florida's Sunshine Law and Public Records laws. He is currently working with Ms. Voorhees on the Chief Assessment Officer recruitment for Allegheny County, Pennsylvania, and has the time necessary to devote to the City Manager recruitment for Fernandina Beach.

References

We are a proven leader in public sector consulting. ***More than one-third of the organizations served by GovHR are repeat clients.*** Our team provides a growing pool of highly qualified candidates who are well-suited to handle the challenges and expectations of professional positions in local government and the not-for-profit sector. The following references can speak to the quality of service provided by GovHR.

Pinellas County, FL (Assistant County Administrator, 2020)
(Director of Building & Development Review Services, 2022)
(Director of Office Management and Budget, 2021)
(Human Resources Director, 2020)
(Deputy County Administrator, 2019)
Barry Burton, County Administrator
727-464-3485
bburton@pinellascounty.org

Deerfield Beach, FL (Assistant City Manager, 2022)
(Director of Parks and Recreation, 2021)
Dave Santucci, City Manager
954-480-4263
dsantucci@deerfield-beach.com

Lakeland FL (City Manager, 2020)
Bill Mutz, Mayor
863-834-6000
Bill.Mutz@lakelandgov.net

GovHR has conducted more than 300 Executive Manager recruitments (City Manager, County Manager, etc.) since the firm's inception in 2009. A list of these recruitments for the past 3 years is included with this proposal, along with a list of all of GovHR's recruitments in the State of Florida. We would be happy to provide you with additional contact information for any of these clients upon request.

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- GovHR can establish a dedicated email address for feedback from stakeholders or the community.
- Community forums (In-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of $125/hours plus actual expenses if incurred. Dedicated email address and one organizational survey are included. Community Survey can be conducted for $2,500. Community Forums can be conducted as an optional service.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 14,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 7,000 subscribers.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:
  - Leadership and management skills
  - Size of organization
  - Experience in addressing challenges and opportunities also outlined in Phase I
  - The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
  - Public sector publications & websites (approximately 20 online sources)
  - Social media: LinkedIn (over 20,000 connections), Facebook, Instagram and Twitter
  - GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience
  - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
  - References provided by the candidate are contacted
  - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.

- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the Client reviewing the recruitment report and providing additional information on the candidates.

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations
- Provide you with an electronic file that includes:
  - Candidates' credentials
  - Set of questions with room for interviewers to make notes
  - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening will be conducted along with additional references contacted:

GovHR USA Background Screening	
✓ Social Security Trace & Verification ✓ U.S. Federal Criminal Search ✓ Enhanced Verified National Criminal - National Sex Offender Registry - Most Wanted Lists FBI, DEA, ATF, Interpol - OFAC Terrorist Database Search - OIG, GSA, SAM, FDA - All felonies and misdemeanors reported to the National Database	✓ County/Statewide Criminal ✓ Civil Search ✓ Bankruptcy, Leans and Judgements ✓ Motor Vehicle Record ✓ Education Verification – All Degrees Earned **Optional:** Credit Report – Transunion with score (based on position and state laws) **Optional**: Professional License Verification Drug Screen Employment Verification

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include four to five candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Phase I		**Phase II**				**Phase III**			**Phase IV**	**Phase V**		**Phase VI**	

Weeks 1 & 2	Phase 1: Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening
Week 10	Phase 4: Presentation of Recommended Candidates
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening
Weeks 13 & 14	Phase 6: Appointment of Candidate

Commitment to Diversity, Equity & Inclusion in Recruitments

GovHR has a long-standing commitment to Equity, Diversity and Inclusion in all of our recruitment and selection processes. Since our firm's inception we have supported, with our time and financial resources, organizations that advance women and other underrepresented minorities in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

GovHR Team Members have moderated and spoken on DEI initiatives at the International City and County Management Association conference and state conferences in Illinois, Michigan, Wisconsin, and North Carolina. Our employees and consultants have undergone Implicit Bias Training and we are frequent speakers on incorporating DEI values into recruitment and selection processes. We have a list of DEI resources on the front page of our website (https://www.govhrusa.com/diversity-equity-and-inclusion-resources/) that can be accessed by anyone who visits our website.

GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Fort Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the

highest levels of local government organizations. We can provide you with an estimate for additional fees if the City would like to include i4x consultants on any of the City's recruitments.

Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee:	**$20,500**
Recruitment Expenses: (not to exceed) Expenses include candidate due diligence efforts	**$1,500**
Advertising: Advertising costs over $2,500 will be placed only with client approval. If less than $2,500, Client is billed only for actual cost.	**$2,500**
Total:	**$24,500***

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at $125/hour; $500 for a half day and $950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

1st Invoice upon acceptance of proposal: 40% of the Recruitment Fee
2nd Invoice upon recommendation of candidates: 40% of the Recruitment Fee & expenses incurred to date
Final Invoice upon completion: 20% of the Recruitment Fee plus all remaining expenses

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

The GovHR Guarantee

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to Fernandina Beach.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

Contract Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Fernandina Beach, Florida agrees to retain GovHR USA, LLC ("GovHR") to conduct a City Manager Recruitment in accordance with its proposal dated March 22, 2023. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

Fernandina Beach, Florida

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost $100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between $100 to $500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.

ALAN ROSEN

GovHR USA
GovTEMPS USA

Alan Rosen has over seventeen years of local government management experience.

After receiving his BA in Psychology and MPA in local government management from the University at Albany, Alan began his career as a Senior Budget and Management Analyst for Broward County, FL. This experience included financial analysis, forecasting, budgeting, process improvement, performance measurement, and strategic planning.

Mr. Rosen continued to use his skills in other positions including Financial Systems Manager for Fulton County, GA; Budget Manager for Washoe County, NV; Senior Management Advisor for Management Partners; Assistant City Manager and Interim City Manager for Port Orange, FL; and more recently as County Manager for Lake County, FL.

Mr. Rosen has significant experience with emotional intelligence coaching and training, and is currently working on his certification as a 5-Archetypes method coach. He is adept at creating more efficient and effective processes in local government, which has saved governments millions of dollars and thousands of hours of staff time. Some of his recent projects include an HR/Payroll Audit for the City of Groveland, FL; an emotional intelligence training for the City of Dade City, FL; and an organizational analysis for the Pinellas County, FL Facilities Department.

Mr. Rosen is the author of several articles in ICMA's PM magazine. He is a member of both the Florida City and County Management Association (FCCMA) and the International City/County Management Association (ICMA). Alan is also an ICMA Credentialed Manager.

PROFESSIONAL EDUCATION, TRAINING & INSTRUCTION

- ICMA Credentialed Manager
- Master in Public Administration from Rockefeller College
- Bachelor of Arts in Psychology from University of Albany–State University of New York
- Essential Management Skills Certificate (ICMA)
- LEAN Process Improvement & Advanced Facilitation
- Six Sigma Yellow Belt

PROFESSIONAL BACKGROUND

Over 17 Years of Local Government Experience

- County Manager, Lake County, FL
- Interim City Manager, Port Orange, FL
- Assistant City Manager, Port Orange, FL
- Budget Manager, Washoe County, NV
- Financial Systems Manager, Fulton County, GA
- Senior Budget and Management Analyst, Broward County, FL

MEMBERSHIPS AND AFFILIATIONS

- International City/County Management Association
- Florida City/County Management Association

P: 847.380.3240 www.govhrusa.com

GovHR USA
GovTEMPS USA

City and County Management (2019 - Present)

STATE	CLIENT	POSITION	POPULATION	YEAR
Alaska	Bethel	City Manager	6,500	2019
	Homer	City Manager (Professional Outreach)	5,300	2019
	Seward	City Manager	2,693	2019
Arizona	Buckeye	City Manager	69,744	2021
Colorado	Adams County	County Manager	519,572	2022
	Englewood	City Manager	34,957	2019
	Larimer County	County Manager	359,066	2022
Connecticut	East Hampton	Town Manager	13,000	2019
	Enfield	Town Manager	45,246	2021
	Manchester	General Manager	59,710	2021
Florida	Deerfield Beach	Assistant City Manager	80,000	2022
	Escambia County	County Administrator	321,905	2022
	Gainesville	Assistant City Manager	133,997	2021
	Lakeland	City Manager	110,000	2020
	Palm Beach	Assistant City Manager	85,933	2021
	Pinellas County	Assistant County Administrator	970,600	2020
		Deputy County Administrator/Chief of Staff	970,600	2019
	Walton County	County Administrator	75,305	2022
Georgia	Albany	City Manager	77,434	2021
Illinois	Centralia	City Manager	13,000	2020
	Crest Hill	City Administrator	21,169	2021
	Decatur	Deputy City Manager	76,178	2019
	Forsyth	Village Administrator	3,490	2021
	Fox Lake	Village Administrator	10,550	2021
	Galesburg	City Manager	33,706	2022
	Geneseo	City Administrator (Virtual)	6,500	2019
	Greenville	City Manager	7,000	2021
	Homewood	Assistant Village Manager (Virtual)	19,464	2021
	La Grange	Village Manager	15,610	2022
	La Grange Park	Assistant Village Manager	13,579	2020
	Lake County	County Administrator	703,462	2019
	Lake Forest	Assistant City Manager (Professional Outreach)	19,375	2022
	Mundelein	Village Administrator	31,385	2020
	Niles	Village Manager	30,001	2021
	North Chicago	Chief of Staff	30,020	2021
	Northbrook	Village Manager	35,000	2021
	Oak Brook	Village Manager	8,058	2021
	Oak Park	Assistant Village Manager/Human Resources Director	52,000	2019

		Village Manager	52,000	2021
	Orland Park	Village Manager	60,000	2019
	Palos Heights	City Administrator (Virtual)	12,480	2021
	Peoria	Assistant City Manager	115234	2021
	Pingree Grove	Village Manager	10,000	2020
	Plainfield	Village Administrator	41,734	2021
	Princeton	City Manager	7,700	2019
	River Forest	Village Administrator	11,635	2021
	Rock Island	City Manager	39,684	2021
	Savoy	Village Administrator (Virtual)	8,607	2020
	Schaumburg Township	Township Administrator (Virtual)	140,000	2021
	St. Clair Shores	Assistant City Manager (Professional Outreach)	59,984	2021
	Sycamore	City Manager (Professional Outreach)	18,557	2021
	Tazewell County	County Administrator	135,394	2022
	Vernon Hills	Village Manager	25,911	2021
	Villa Park	Assistant Village Manager (Virtual)	22,038	2021
		Village Manager	22,038	2022
	Washington	City Administrator	15,700	2021
	Wauconda	Village Administrator	14,125	2021
	Willowbrook	Village Administrator	8,967	2019
	Winnetka	Assistant Village Manager	12,417	2019
Indiana	St. John	Town Manager (Professional Outreach)	18,047	2020
Iowa	Indianola	City Manager	15,833	2022
	Knoxville	City Manager	7,300	2021
	Marion	Deputy City Manager	30,000	2022
	Muscatine	City Administrator	23,819	2020
	Windsor Heights	City Administrator	4,860	2019
Kentucky	Paducah	City Manager	24,850	2021
	Paris	City Manager	9,846	2021
Maine	Bangor	City Manager	33,039	2021
Maryland	Sykesville	Town Manager	3,941	2019
	Westminster	City Administrator	18,522	2021
Massachusetts	Brookline	Assistant Town Administrator - Finance (Virtual)	58,732	2022
	Williamstown	Town Manager	7,806	2021
Michigan	Charlotte	City Manager	9,100	2020
	Clawson	City Manager	11,946	2021
	Eastpointe	City Manager	32,673	2019
	Ferndale	City Manager	20,428	2019
	Kalamazoo County	County Administrator	265,066	2022
	Lincoln Park	City Manager	36,665	2019
	Ottawa County	County Administrator	296,200	2021
	Rochester	City Manager	13,017	2022
	Royal Oak	City Manager	59,112	2020
	Royal Oak Township	Township Manager	2,600	2021
	Troy	Assistant City Manager	83,181	2019
Minnesota	Becker	City Administrator	4,874	2021

	Buffalo	Assistant City Administrator	15,855	2021
	Hibbing	City Administrator	15,855	2021
	Minnetonka	City Manager	53,953	2022
	St. Louis Park	City Manager	48,662	2021
	Waconia	City Administrator	13,500	2021
Missouri	Ballwin	City Administrator	30,181	2020
	Cape Girardeau	City Manager	38,000	2020
	University City	Assistant City Manager	35,172	2020
		Assistant to the City Manager/Director of Human Resources	35,172	2020
	Warrensburg	City Manager	20,200	2021
	Webster Groves	City Manager	22,800	2020
	Wildwood	City Manager	35,524	2019
Nevada	Boulder City	City Manager	16,207	2021
New Hampshire	Portsmouth	City Manager	21,796	2019
New York	Long Beach	Deputy City Manager (Virtual)	33,275	2021
				2022
	Mamaroneck (Town)	Town Administrator	29,156	2021
	Scarsdale	Village Manager	17,837	2021
North Carolina	Fayetteville	Assistant City Manager	210,000	2022
North Dakota	Minot	City Manager	45,700	2020
Pennsylvania	Centre County	County Administrator	158,172	2022
	Ferguson Township	Township Manager	18,300	2022
Texas	Austin	Assistant City Manager	885,000 Total	
	McKinney	Assistant City Manager	191,645	2019
	Missouri City	Assistant City Manager	74,139	2019
		City Manager	74,139	2021
Vermont	Winooski	City Manager	7,997	2022
Virginia	Chesapeake	City Manager	245,000	2019
	Portsmouth	City Manager	96,000	2020
	Salem	City Manager	25,643	2019
	Virginia Beach	City Manager	442,707	2019
Washington	Burien	City Manager	52,066	2022
	Duvall	City Administrator (POS)	8,090	2021
	Yakima	Assistant City Manager	97,000	2021
West Virginia	Bridgeport	City Manager	8,582	2019
				2021
Wisconsin	Adams County	County Manager/Administrative Coordinator	20,220	2021
	Baraboo	City Administrator	12,048	2019
	Bayside	Assistant Village Manager	4,400	2019
	Beaver Dam	City Administrator	16,291	2021
	Beloit (Town)	Town Administrator	7,083	2020
	Franklin	Director of Administration	36,155	2019
	Harrison	Village Manager	13,185	2021
	Monroe	City Administrator	10,827	2020
	Plymouth	City Administrator/Utilities Manager	8,540	2020

	Port Washington	Assistant City Administrator/Human Resources Director	11,250	2022
	Whitewater	City Manager	14,300	2022

GovHR USA
GovTEMPS USA

Florida Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
Florida	Alachua County	Court Services Director (Virtual)	263,496	2018
		Human Resources Director	263,496	2017
	Broward County	Facilities Maintenance Director	1,954,000	2021
	Broward County Public Schools	Chief Fire Official	Multi	2021
	Broward County Sheriff's Office	Director of Information Technology	1,900,000	2022
	Deerfield Beach	Assistant City Manager	80,000	2022
		Assistant Senior Services Director	80,000	2016
		Director of Parks and Recreation	80,000	2021
		Purchasing Manager	80,000	2022
	DeFuniak Springs	Finance Director	7,000	2022
	Escambia County	County Administrator	321,905	2022
	Gainesville	Assistant City Manager	133,997	2021
		Director, Department of Sustainable Development	133,997	2021
		Fire Chief	133,997	2020
	Hillsborough Area Regional Transit Authority	Chief Executive Officer	1,500,000	2020
	Lakeland	City Manager	110,000	2020
	Largo	Assistant City Manager	82,244	2018
		Director of Public Works	82,244	2018
	Marion County	County Administrator	337,362	2015
	Orlando	Fire Chief	307,573	2021
		Public Works Director	307,573	2022
	Palm Beach	Assistant City Manager	85,933	2021
	Pasco County	County Administrator	475,502	2016
	Pinellas County	Assistant County Administrator	970,600	2020
		Deputy County Administrator/Chief of Staff	970,600	2019
		Director of Building & Development Review Services	970,600	2022
		Director of Human Resources	970,600	2020
		Director of Office of Management and Budget	970,600	2021
	Pinellas Park	Chief Technology Officer	52,137	2019
	Riviera Beach Community Redevelopment Agency	Executive Director	35,000	2020
	Tampa Bay Water	Chief Science Officer	Multi	2021
		Director of Information Technology	Multi	2021
		Human Resources Director	Multi	2022
	Walton County	County Administrator	75,305	2022

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.

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 March 23, 2023
Date:

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Lake

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 23rd day of March, 2023, and is personally known to me, or ~~has provided~~ Julie Michelle Snyder as ~~identification~~.

Official Seal
Julie Michele Snyder
Notary Public State of Illinois
My Commission Expires 01/25/2025

Julie Michele Snyder

Notary Public
My Commission expires: 1/25/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: GovHR USA

CITY: Northbrook STATE: IL ZIP CODE: 60062

SIGNATURE: Judith Schmittgens PHONE: 847-380-3240

NAME (TYPED OR PRINTED): Judith Schmittgens TITLE: Corporate Secretary

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: 23-07

Project Description: City Manager Executive Search Services

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: GovHR USA

Authorized Signature: Juliet Schmidtgen

Title: Corporate Secretary

Date: March 23, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 ITB/RFP document. No exceptions.

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: Judith Schmittgens Title: Corporate Secretary

Signature: Judith Schmittgens Date: March 23, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City Manager Executive Search Services.

This sworn statement is submitted by (entity) GovHR USA whose business address is 630 Dundee Rd., #225, Northbrook, IL 60062 and (if applicable) Federal Employer Identification Number (FEIN) is 27-0598897 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Judith Schmittgens and my relationship to the entity named above is Corporate Secretary.

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 not 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.

Judith Schmittgens — March 23, 2023

Signature Date:

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Lake

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 23rd day of March, 2023, and is personally known to me, ~~or has provided~~ Julie Michelle Snyder ~~as identification~~.

Julie Michelle Snyder My Commission expires: 1/25/2-25
Notary Signature

Official Seal
Julie Michele Snyder
Notary Public State of Illinois
My Commission Expires 01/25/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City Manager Executive Search Services

This sworn statement is submitted by (entity) GovHR USA whose business address is 630 Dundee Rd., #225, Northbrook, IL 60062 and (if applicable) Federal Employer Identification Number (FEIN) is 27-0598897 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Judith Schmittgens and my relationship to the entity named above is Corporate Secretary.

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 March 23, 2023
Date:

STATE OF ~~FLORIDA~~ Illinois
COUNTY OF Lake

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 23rd day of March, 2023, and is personally known to me, ~~or has provided~~ Julie Michelle Snyder ~~as identification.~~

Julie Michelle Snyder My Commission expires: 1/25/2025
Notary Signature

Official Seal
Julie Michele Snyder
Notary Public State of Illinois
My Commission Expires 01/25/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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.

GovHR USA	March 23, 2023
Firm	Date
Authorized Signature	Judith Schmittgens, Corporate Secretary
	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Response to RFP# 23-07

City Manager Executive Search Services

Form Proposal

Spirit Consulting
Helping Organizations Hire All-Star Executives
www.spiritmco.com

Proposal Contact: Christopher Gomez
Chief Executive Officer
cgomez@spiritmco.com

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Our Method

The Spirit Consulting Way: Tailored Project Management

The *Spirit Consulting Way* is a tailored project management approach that allows us to follow a proven process, resulting in incredible success for you and your organization's next hire. By structuring our projects this way, you are given the freedom to pay for results as opposed to time.

Your investment is broken down into three payments, aligned with our three stages, and each predicated upon a successful deliverable:

- **Strategy** – Agreed upon statement of work
- **Execution** – After you interview two or more candidates
- **Close** – Signed offer letter and confirmed start date.

You are going to love the success of the new City Manager that we hire for you, and you will rest easy with a **guarantee that is twice as long as the industry standard.**

Phase I: Strategy

INITIAL CONSULTATION

Each project begins with an intake meeting that includes the Board/Search Committee, SC Executive Team Member, and SC Project Lead. For this prospective engagement, we would hold this meeting within 7 days of the Go-Live date of any resulting contract. At this stage, we would coordinate all required one-on-one meetings with the Mayor and City Commissioners, as well as meet with the Citizens Committee. This step in the process consists of spending time onsite with our clients to build the framework for a successful search by conducting a thorough stakeholder analysis to include board members, employees, interested community members, and business leaders. Our meeting focus is on understanding our client's operations and objectives,

culture, and the technical requirements of the role. We also want to define the dimensions for job success, specific experiences, competencies, knowledge, and personal characteristics required to build a thorough candidate pipeline.

FLORIDA SUNSHINE LAWS

As an organization that works with multiple clients in various states, we understand how laws and regulations differ, and we ensure to take account for these differences. Previously, we have worked with Florida-based organizations such as the Early Learning Coalition of Hillsborough County (ELCHC) and the Early Learning Coalition of Southwest Florida (ELCSWFL), both of which required operating in the Sunshine. We conducted CEO searches for both these organizations in the past five months, allowing us to refresh our knowledge on the Florida Sunshine Laws. Both of these successful searches were in alignment with all the Florida Sunshine laws and regulations. To learn more about the success we have accomplished in Q4 2022 for ELCHC and in Q1 2023 for ELCSWFL, you can watch video testimonials here or here.

STATEMENT OF WORK

Prior to commencing the recruiting/interviewing on each search, we take the information gathered from the intake meeting and stakeholder analysis to create a customized Statement of Work, which includes our service level agreement, competitor and target research, a sample candidate matrix, and drafts of the search overview and timeline, role description, and interview questionnaire. A sample statement of work can be seen here.

The Statement of Work includes a **service level agreement**, which aims to improve efficiency and service delivery in the executive search services provided by SC. This document outlines expectations from both the client organization and SC and increases communication throughout the process.

Within the Statement of Work, we provide **competitor and target research** – a sampling of the companies and organizations we might source candidates from for our client. SC will work with the client organization to identify a target market for pursuing candidates with the appropriate skill mix and educational background.

Prior to submitting a candidate presentation, we discuss qualifications and requirements of the role with our clients. We transpose this information into a **candidate matrix** – a table that allows our clients to see a side-by-side comparison of how each candidate compares to one another. These matrices are an essential part of our submission of candidates for consideration and are accompanied by candidate talking points to provide a summary of candidates' backgrounds, experience, and notable qualifications as well as our recommendations.

The **search overview** is a document that is generated from our project management software. It is a detailed, step-by-step guide that leads a search committee through an executive search process. To successfully complete an engagement within the proposed timeline, one of the biggest challenges is keeping everyone aligned and held accountable. Our search overviews allow a hiring manager the ability to plan each step along the way.

Additionally, we help our clients by recreating their **role descriptions.** We typically find that the versions we receive from our clients do not possess the right information, or they provide too much of the wrong information. While drafting our role descriptions**,** we make sure that we detail the company, summarize the role, and concisely list requirements, responsibilities, goals, and key challenges of the position. This is included within our statement of work to ensure that the position has been outlined correctly and it can be signed off and approved by all involved.

Once the role description has been developed, we will create an **interview questionnaire** that is composed of traditional and behavioral-based questions. Our traditional questions are asked in all our engagements and have been perfected over many years of recruiting. The second portion of our interview guides consist of

behavioral based interview questions. We feel the most accurate predictor of future performance is past performance, and we extract this information from candidates.

Phase II: Execution

ADVERTISING

To find the perfect candidate, we follow a well-rounded approach that focuses on both advertising and passive-talent recruiting. We follow this method to ensure that all job postings are easily accessible to the public to further job equality. During our stakeholder analysis, we learn more about our client and their goals for this position, which allows us to identify the best platforms on which to post the job description & application. For this City Manager position, we would be advertising on our standard portals via LinkedIn, Zip Recruiter, and our own website, as well as alternative channels that are identified through the intake process. For example, another potential advertising method includes working with local associations to disseminate the job information, including but not limited to the International City/County Management Association, the Florida League of Cities, the Florida City and County Management Association and more.

CHANNELS OF SOURCING

Successful identification of exceptional talent requires active investigation and direct recruitment. Passive talent candidates are focused on driving results for their organizations, so to reach them, you must cut through the chaos of daily operations. We do so by leveraging the database we have built over the past 20 years and heavily focusing on cold outreach via LinkedIn, email, and phone/text, as well as utilizing artificial intelligence, paired with intelligence platforms, to automate candidate follow up. Further contacts are made through leveraging our network of professionals and former candidates for referrals. In 2022, 86% of our placed candidates came from the passive talent market, meaning our clients chose candidates we generated instead of ones that applied to job postings. We have consistently found that it is crucial to have a robust recruitment strategy rather than rely solely on candidates that apply through job postings in order to have the most competitive pool possible.

CANDIDATE CONFIDENTIALITY

As we typically work predominantly with candidates with active employment, confidentiality is an area of strength for Spirit Consulting. We store candidate information only in our ATS and only disseminate this information to the hiring client. By keeping candidate information secure within a password protected platform available only to our firm, we have successfully avoided any lapses in confidentiality.

CANDIDATE SCREENING

We carefully screen and qualify all potential candidates to assess their qualifications, potential to perform within the new environment, and organizational compatibility. As potential candidates are identified, they are taken through an internal round of assessments prior to presentation. This initial pre-screen process allows us to pre-approve candidates and make stronger recommendations on which to consider. Additionally, we place heavy importance on discussing compensation in these early conversations to determine the candidate's willingness to accept an offer prior to submitting them for consideration. These screens include conducting reference, education, criminal, financial, media and civil litigation checks to present candidates who are the most qualified and best suited for consideration by your search committee.

PRESENTING CANDIDATES

After screening candidates, we send a candidate presentation with interview notes, and resumes (hyperlinks provide samples for your review). The first slate of candidates is presented within 15 days of the search, and the second slate of candidates is presented within 30 days of the search. We then have a meeting with the client to discuss each recommended candidate's fit based on work experience, knowledge and skills, personal

attributes, competencies, leadership abilities, and cultural fit. We also detail any concerns that we may have about a candidate so that we can consult you in narrowing in on the pool of applicants.

CANDIDATE PRESENTATION MATRIX

We then walk through each candidate that we are presenting in matrix form, as discussed above. This allows our clients to see a side-by-side comparison of how each candidate compares to one another based on the agreed upon qualifications uncovered during the initial consultation. You can see a sample candidate matrix here.

SEARCH COMMITTEE INTERVIEW ASSISTANCE

We serve as collaborative advisors to our clients. If requested, we assist our clients with all final interviews and assessments, interview questions and candidate evaluation forms, and consult clients in ranking the candidates interviewed. SC has extensive experience working with a variety of search committees. We understand that some searches require extensive community involvement, and our team can adapt to the needs of all stakeholders involved in a search. During the last two CEO searches for the Early Learning Coalitions in Tampa and Fort Myers, we were able to maintain compliance with the Florida Sunshine Laws by having candidates interview during the regular board meeting cadence, which were open to the public. Offer negotiations were extended immediately following board interviews, and we created a similar schedule for you as identified and summarized in the search timeline below.

ENSURING A DIVERSE APPLICANT POOL

As a **Minority (Latino) Business Enterprise**, Spirit Consulting uniquely values all that a multicultural workforce can offer. Therefore, we draw on our vast resources to find the best and brightest candidates while recruiting for and supporting our clientele. In looking at our diversity statistics for the past two years (graphs below), you can see that we averaged **73.48% diversity** in candidates presented, and **88.07% diversity** in candidates hired.

2021		
Demographics	**Number Presented**	**% Presented Total**
Men	110	42.80%
Women	147	57.20%
White	161	62.89%
Non-White	95	37.11%
Veteran	19	7.39%
Overall Diversity	**176**	**68.48%**
Undetermined	0	0.00%
Hired Demographics	**Number Hired**	**% Hired Total**

2022		
Demographics	**Number Presented**	**% Presented Total**
Men	69	43.67%
Women	89	56.33%
White	89	60.14%
Non-White	59	39.86%
Veteran	5	3.16%
Overall Diversity	**124**	**78.48%**
Undetermined	1	0.63%
Hired Demographics	**Number Hired**	**% Hired Total**

Men	11	57.89%
Women	8	42.11%
White	8	47.06%
Non-White	9	52.94%
Veteran	4	21.05%
Overall Diversity	**17**	**89.47%**
Undetermined	0	0.00%

Men	5	33.33%
Women	10	66.67%
White	9	60.0%
Non-White	6	40.00%
Veteran	1	6.67%
Overall Diversity	**13**	**86.67%**
Undetermined	0	0.00%

One of the core values of Spirit Consulting is Nobility; all people are created equal. This value is woven into who we are, so we treat others with the nobility they deserve and remain committed to hiring the **right leader** for each job.

Phase III: Close

INTEGRATING I/O PSYCHOLOGY TO THE EVALUATION PROCESS

Screening, interviewing, and hiring applicants can be a difficult and resource-heavy process. Typically, you have relatively little information on candidates during the hiring process and will spend little more than a few hours with them before making an offer. The additional information you receive from our psychological assessments about potential employees will help in the decision-making process *pre-hire* and will help maximize your new employee's success *post hire*, throughout the first year and beyond.

Before our clients interview candidates in-person, one of our Work Psychologist or Organizational Development Consultants administer a series of Hogan Leadership Assessments. The Hogan assessments help organizations by identifying characteristics that may impact an individual's job performance as well as his/her fit within a particular role, team, or organizational culture. The results of these assessments are summarized & shared with the hiring manager by our industrial/organizational psychologist prior to you in person interviewing candidates. A sample Hogan Assessment Summary can be seen here. We ensure that you fully understand the information gathered from these Inventories so that you can make your hiring decisions with greater confidence. We implement these psychological assessments pre-hire as your partner in selecting, developing, and retaining individuals who will fit your organization's culture and can make lasting contributions to its goals. We become an extension of your team. We help you to meet your hiring needs and accomplish your goals by providing insight, objectivity, and accountability.

EXTENDING OFFERS

We can assist our clients in offer negotiations. Our strong experience in this stage of the process allows us to negotiate all components of the offer effectively and quickly. We counsel both sides with the compensation package, contractual issues, and other specific details of employment, including relocation. Between our experience and emphasis on discussing these details with candidates throughout the process, we are in an ideal position to counsel both candidate and client regarding any counteroffer the candidate's current employer may extend.

CANDIDATE ONBOARDING ASSISTANCE

Our service extends well beyond the finalized offer. We stay in close contact with all parties during the transition period to address any potential difficulties that may arise as well as to ensure a smooth transition; this occurs with reports at 30, 60, 90, and 180 days after placement. Your onboarding process will be conducted by Amie Rowe, Ph.D.

SEARCH TIMELINE

The following plan was customized and accommodated at your pre-established commission meetings. This timeline also gives our finalist City Manager adequate time to give notice to their current employer and relocate. Throughout your City Manager search, Spirit Consulting's staff will play a key role in working with you to determine what is needed to make this process successful and to work toward timely execution of tasks. **This is a proposed timeline** that provides an overview of the customized search process and may be modified to fit your recruitment needs and timeline.

Date	Day of the Week	Deliverable
04/4/23	Tuesday	City of Fernandina Beach (CFB) Awards Spirit Consulting
04/18/23	Tuesday	Contract Confirmed, Search Committee Intake Meeting, & Stakeholder Analysis Completed
04/21/23	Friday	Statement of Work Delivered
04/24/23	Monday	CFB Search Committee Signs Spirit Consulting's Statement of Work; Recruitment Commences
05/9/23	Tuesday	SC Emails Candidate Presentation I
05/16/23	Tuesday	Update Call #1 - Present Group I Candidates
05/17 – 05/26	Wednesday – Friday	Group I Interviews with CFB Commence
05/30/23	Tuesday	SC Emails Candidate Presentation II
06/06/23	Tuesday	Update Call #2 - Discuss Group I Interviews Present Group II Candidates
06/07 - 06/16	Wednesday - Friday	Selected Group I Finalists complete Hogan Assessments
06/07 - 06/16	Wednesday - Friday	Group II Interviews with CFB Commence
06/20/23	Tuesday	Update Call #3 - Discuss Group II Interviews
06/21 - 06/27	Wednesday - Tuesday	Selected Group II Finalists complete Hogan Assessments
06/29/23	Thursday	Update Call #4 - I/O Psychology Debrief
06/30 - 07/14	Friday - Friday	Holiday Break & Finalist In-Person Interviews
07/18/23	Tuesday	Update Call #5 - Discuss Finalist Interviews
07/19/23	Wednesday	CFB Extends Verbal Offer; Negotiation Begins
07/21/23	Friday	City Manager Employment Agreement Extended
07/24/23	Monday	City Manager Offer Accepted & Notice Period Begins
08/21/23	Monday	4 Weeks' Notice Period Ends

8/21/ - 9/01	Monday - Friday	Hired City Manager Relocates
9/04/23	Monday	HOLIDAY
9/05/23	Tuesday	Hired City Manager's First Day; Onboarding & Integration

Cost and Time

VENDOR: Spirit Consulting ("SC") - **CLIENT:** City of Fernandina Beach ("CFB")

TIME: The proposed search timeline by Spirit Consulting is 66 days from the time our recruitment begins to the date the City Manager executes the employment agreement.

COST: The total investment for the execution of this search is equal to 22.5% of the hired candidate's first year total compensation for executive search services, plus 7.5% of the hired candidate's first year total compensation for optional work psychology services. Total compensation is defined as annual base salary, annual bonus projected at the maximum amount, and sign-on bonus. It excludes benefits or relocation. All invoices are due Net 10.

I. CFB will remit the first one-third of the total executive search fee and one-half of the work psychology services fee upon signing by both parties upon submittal of the SC work plan. The payment is a non-refundable retainer.
II. CFB will remit a second non-refundable retainer installment of one-third of the executive search fee and one-fourth of the work psychology fee after presentation and acceptance of two or more candidates that CFB has moved forward in the interview process. Any and/or all three interview types (phone, video and/or in-person interview) will trigger the second non-refundable retainer installment.
III. CFB will remit the remainder of the executive search and work psychology services fees after the successful candidate's signing of an offer letter and mutually agreed upon start date or 70 days after execution of SC's agreement; this final invoice will be triggered by either occurrence. The final portion of the executive search and work psychology fees will be adjusted based on actual compensation.

REIMBURSABLE EXPENSES: CFB will reimburse SC for all **client-approved** expenses incurred during the search, including but not limited to:

I. SC employee travel expenses for interviews or search-related meetings including airfare, gasoline, meals, lodging, parking, tolls, taxi, or car rental.
II. Candidate travel expenses for interviews with SC or CFB, including airfare, gasoline, meals, lodging, parking, tolls, taxi, or car rental.
III. If a background check is required, CFB will be billed the cost. Fees will vary depending on the services requested.
IV. CFB is responsible for payment of any CFB required job postings outside of Spirit Consulting's proprietary methods.

PLACEMENT GUARANTEE: Within the first 24 months of employment, if the hired candidate is asked to leave for under-performance, provided there has not been a material change in the nature, location, or reporting structure of the position, we will relaunch a search for a new candidate under the original role specifications. In such a case, we will do so for no additional professional fee, though charging expenses as provided for in this original search. If the nature, location, or reporting structure has changed materially since we closed on the original hire, we will need to mutually agree on a revised role specification and a new fee structure. The 24-month guarantee requires utilization of work psychology services - not simply procuring the service.

WORK PSYCHOLOGY: Work Psychology Assessments are comprised of Hogan Assessments, with a write-up and consultations conducted after candidates' initial interviews with client. Recruiting assessments are performed by a certified Industrial Organizational Psychologist. Onboarding & Integration services are performed by an Industrial Organizational Psychologist and occur at 30, 60, 90, and 180 days after placement.

WORK AGREEMENT AND CLIENT PARTICIPATION: SC will assist CFB to recruit, hire and onboard for the assigned positions. CFB gives SC permission to post these roles. If CFB decides to postpone a search after it has commenced, upon resumption of the search, a new fee arrangement may need to be mutually agreed between us.

ADDITIONAL HIRES: If any candidate submitted for CFB's consideration is subsequently hired for a position outside of this agreement within 12 months of the completion of this search, a fee will be due to SC. The fee for an adjunct hire of this type will be 20% of the candidate's first year's total compensation. Total compensation is defined as annual base salary, annual bonus projected at the maximum amount, and sign-on bonus. It excludes benefits or relocation.

CONFIDENTIAL INFORMATION:
SC Search Candidates are referred by SC to CFB in confidence. The fee is payable to SC should CFB or its affiliates engage a SC Search Candidate for any position within one year after our most recent documented communication relating to such SC Search Candidate. Should CFB refer or otherwise identify such a SC Search Candidate to an affiliated company or division, and the affiliated company or division hires the SC Search Candidate, CFB and the hiring company shall be responsible for the payment of the fee outlined above.

NON-SOLICITATION:
During the term of this Agreement, SC will not actively solicit, recruit, or hire any CFB employees for employment by SC for other recruiting purposes. In addition, SC will not actively solicit, recruit, or hire any Hired Candidate from the employment of CFB during the term of this agreement.

EXCLUSIVITY:
SC establishes an exclusive consulting agreement with its clients. We expect our clients not to advertise or to use a competing organization on the same engagement during the period of our involvement. Any internally generated candidates will be expected to engage and participate in Spirit Consulting's process. Unnecessary duplication puts all parties in a potentially embarrassing situation and may result in the downgrading of the position in the eyes of potential candidates. If such an event occurs, it is our policy to discontinue our search efforts immediately and to bill the full amount for the engagement.

INDEMNIFICATION:
Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, costs, or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

References

Reference #1

Entity Name: Early Learning Coalition of Hillsborough County
Size of Organization (population, annual budget, number of employees): $330MM, 155 Employees, 20K children & families served
Contact Person's Name: Dr. Stephie Johnson,
Title: ELCHC Board Secretary
Address: 6302 E Dr Martin Luther King Jr Blvd Suite 100, Tampa, FL 33619
Phone Number: 813-334-3734 cell
Email Address: stephie@hecedu.com
Scope of Services: CEO Executive Search & Work Psychology Services
Video Testimonial: https://youtu.be/Gy2jRu-MrU8

Reference #2

Entity Name: Early Learning Coalition of Southwest Florida
Size of Organization (population, annual budget, number of employees): $110MM, 64 Employees, 12K children & families served
Contact Person's Name: Dr. Kelly Roy
Title: Interim Board Chair
Address: 2675 Winkler Ave Ste. 300, Fort Myers, FL 33901
Phone Number: 239-244-4262
Email Address: kellyRKRoy@gmail.com
Scope of Services: CEO Executive Search & Work Psychology Services

Reference #3

Entity Name: Cancer Treatment Centers of America Phoenix & Great Expressions Dental Centers
Size of Organization (population, annual budget, number of employees): CTCA $500MM, 5K employees, GEDC $350MM, 3.2K Employees
Contact Person's Name: Eric Magnussen
Title: Chief Human Resources Officer for both organizations
Address: 29777 Telegraph Rd Ste 3000, Southfield, Michigan, 48034
Phone Number: 773-517-0912
Email Address: eric.magnussen@greatexpressions.com
Scope of Services: Executive Search & Work Psychology Services
Position Sampling: Chief Executive Officer, Vice President of Patient Engagement, Vice President of Financial Planning & Analysis, Government Reimbursement Manager, Four (4) Director of Operations, Area Operations Manager Texas, Clinical Partner SW, Clinical Partner NE, Director of Credentialing, Vice President of National Pediatric Dentistry, Vice President of Marketing, Three (3) Regional Vice President of Operations
Video Testimonials:

- Eric Magnussen: https://youtu.be/vCsEgwJfcZQ
- Robert Davis: https://youtu.be/mT7SHwVDeFo
- Kyle Kingston: https://youtu.be/9qsju4Yt-gw
- Nasim Kasmikha: https://youtu.be/ppmMHPBlgXY

Reference #4

Entity Name: Brevard Public Schools (BPS)
Size of Organization (population, annual budget, number of employees): $1.5B, 9k employees
Contact Person's Name: Misty Belford-Haggard
Title: Former Board Chair
Address: 2700 Judge Fran Jamieson Way, Viera, FL 32940
Phone Number: 407-474-4226
Email Address: mbelford@cfl.rr.com
Scope of Services: Dr. Mark Mullins led Brevard County Public Schools as Superintendent from 2018 – 2022 and was an administrator with Brevard County Public Schools since 2000. During this time, Dr. Mullins led the Brevard County Public School District and oversaw a $1.527B budget. In December of 2022, Dr. Mullins stepped from his position within Brevard County Public Schools to leverage his 22 years of public schools administration experience to serve other organizations through consulting around the country. Dr. Mullins is our proposed executive search consultant to lead the strategy component of your City Manager search, and Dr. Mullins' former board chair for Brevard County Public Schools can attest to Dr. Mullins' execution capabilities.

Reference #5

Entity Name: Metropolitan Transit Authority
Size of Organization (population, annual budget, number of employees): 19.2B, 70K employees
Contact Person's Name: Steven Dourdis
Title: HR Business Partner
Address: Denver, CO
Phone Number: 954-661-6561
Email Address: sjdourdi@gmail.com
Scope of Services: Executive Search Services
Position Sampling: Our firm and five other executive search firms were hired to fill 48 leadership positions. Despite a politically charged environment while working collaboratively with 5 local executive search firms, Spirit Consulting was a leader on this assignment, filling 14 of the 26 positions on this transformation project.

Reference #6

Entity Name: Duke University & Health System
Size of Organization (population, annual budget, number of employees): $6.78B, 65K Employees
Contact Person's Name: Antwan Lofton
Title: Vice President & Chief Human Resources Officer
Address: Durham, NC
Email Address: antwan.lofton@duke.edu
Scope of Services: 40 Leadership and Executive Searches, Organizational Development, Work Psychology, & Executive Coaching Services
Video Testimonial: https://youtu.be/Un5bDAFdYWo

Reference #7

Entity Name: The Indianapolis Airport Authority
Size of Organization (population, annual budget, number of employees): $403MM, 280 employees
Contact Person's Name: Mario Rodriguez
Title: Executive Director
Address: 7800 Col. H. Weir Cook Memorial Dr, Indianapolis, IN 46241
Phone Number: 317-487-5550

Email Address: mrodriguez@ind.com
Position Sampling: Director of Concessions & Air Service
Scope of Services: Executive Search Services

Reference #8

Entity Name: Community & Economic Development Association of Cook County
Size of Organization (population, annual budget, number of employees): $153MM, 500 employees
Contact Person's Name: Adrian Soto
Title: Board Member
Address: 567 W. Lake Street, Suite 1200, Chicago, IL 60661
Phone Number: (312) 420-1230
Email Address: siuasoto@gmail.com
Scope of Services: Chief Executive Officer, Chief Operating Officer Executive Search Services

Reference #9

Entity Name: Children's Hospital of Philadelphia
Size of Organization (population, annual budget, number of employees): $3.4B, 16.8K employees
Contact Person's Name: Fabian Stone
Title: Vice President of Revenue Cycle
Address: 3401 Civic Center Blvd, Philadelphia, PA 19104
Phone Number: (267) 426-1888
Email Address: stonef@chop.edu
Scope of Services: Executive Search, Organizational Development, Work Psychology, & Executive Coaching Services
Video Testimonial: https://youtu.be/L6rtU1O_SdA

Reference #10

Entity Name: The City of San Antonio
Size of Organization (population, annual budget, number of employees): $3.4B, 13K employees
Contact Person's Name: Joel Jenks
Title: Training Manager, former Executive Recruiter
Address: City Hall 100 Military Plaza San Antonio, TX 78205
Phone Number: 210-391-1248
Email Address: joel.jenks@sanantonio.gov
Scope of Services: Chief Innovation Officer, Director of Neighborhood & Housing Services, Affordable Housing Administrator, & Pedestrian Mobility Officer Executive Search Services

Exhibits

EXHIBIT "A"
CONTACT SHEET

Name: Jenna Haley

Federal Taxpayer ID: 82-2553593

Mailing Address: 1068 South Lewis Ave.

City, State, & Zip Code: Lombard, IL 60148

Telephone: 312-672-2288 **Fax:** 312-277-7592

Email: jhaley@spiritmco.com

Submitted By: Jenna Haley

Title: Junior Consultant

Accounting Contact:

Name: Christopher Gomez **Title:** Chief Executive Officer

Email Address: cgomez@spiritmco.com **Phone:** 312-672-2288

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07 City Management Executive Search Firm

2. This sworn statement is submitted by (entity) Spirit Consulting whose business address is 1068 South Lewis Ave. Lombard, IL 60148 and (if applicable) Federal Employer Identification Number (FEIN) is 82-2553593 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Christopher Gomez and my relationship to the entity named above is Chief Executive Officer

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.

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.)

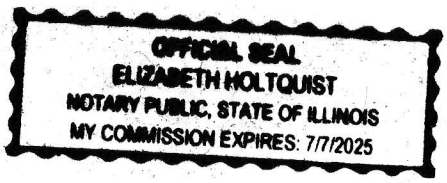
   ✓ The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

M [illegible] 3/22/23

Signature Date:

STATE OF FLORIDA
COUNTY OF DuPage County, IL

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 22 day of March, 2023, and is personally known to me, or has provided an ID as identification.



Elizabeth Holtquist
Notary Public
My Commission expires: 7/7/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: Spirit Consulting

CITY: Lombard STATE: IL ZIP CODE: 60148

SIGNATURE: _____ PHONE: 312-672-2288

NAME (TYPED OR PRINTED): Christopher Gomez TITLE: Chief Executive Officer

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-07

Project Description: City Manager Executive Search Firm

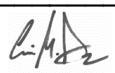
I/FIRM acknowledges and agrees to the following:

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: Spirit Consulting

Authorized Signature: 

Title: Chief Executive Officer

Date: 03/22/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 ITB/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: Christopher Gomez Title: Chief Executive Officer

Signature: Date: 03/22/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07.

This sworn statement is submitted by (entity) Spirit Consulting whose business address is 1068 South Lewis Ave. Lombard, IL 60148 and (if applicable) Federal Employer Identification Number (FEIN) is 82-2553593 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Gomez and my relationship to the entity named above is Chief Executive Officer

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 not 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.

3/22/23

Signature Date:

STATE OF FLORIDA
COUNTY OF DuPage County, IL

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 22 day of March, 2023, and is personally known to me, or has provided an ID as identification.

Elizabeth Holtquist My Commission expires: 7/7/2025
Notary Signature

OFFICIAL SEAL
ELIZABETH HOLTQUIST
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 7/7/2025

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07.

This sworn statement is submitted by (entity) Spirit Consulting whose business address is 1068 South Lewis Ave. Lombard, IL 60148 and (if applicable) Federal Employer Identification Number (FEIN) is 82-2553593 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Christopher Gomez and my relationship to the entity named above is Chief Executive Officer.

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.

3/22/23

Signature Date:

STATE OF FLORIDA
COUNTY OF DuPage County, IL

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 22 day of March, 2023 and is personally known to me, or has provided ID as identification.

Elizabeth Holtquist My Commission expires: 7/7/2025
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

OFFICIAL SEAL
ELIZABETH HOLTQUIST
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 7/7/2025

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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.

Spirit Consulting	03/22/2023
Firm	Date
	Chief Executive Officer
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

PROPOSAL FOR
EXECUTIVE RECRUITMENT SERVICES

City Manager
City of Fernandina Beach, Florida

Submission Due Date: March 29, 2023
This proposal is valid for 90 days

Response to RFP 23-07

Strategic Government Resources
P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

March 29, 2023

Hon. Mayor Bradley Bean and City Commission
City of Fernandina Beach, Florida

Dear Mayor Bean and Commissioners,

Thank you for the opportunity to submit this proposal to assist the City of Fernandina Beach in your recruitment for a new City Manager. SGR has the unique ability to provide a personalized and comprehensive recruitment to meet your needs.

We would like to draw your attention to some key aspects that distinguish SGR from other recruitment firms and allow us to reach the most extensive and diverse pool of applicants available:

- SGR is a recognized thought leader in local government management and is actively engaged in local government operations, issues, and best management practices.
- SGR announces all conducted recruitments in our Servant Leadership e-newsletter, which reaches over 43,000 subscribers in all 50 states.
- SGR reaches a broad community of over 14,000 LinkedIn followers and over 2,000 Facebook followers.
- SGR sends targeted emails to our opt-in Job Alert subscriber database of over 5,800 city management professionals.
- Executive Vice President Doug Thomas would be the recruiter and project manager for this search. Doug is familiar with the City of Fernandina Beach's unique culture and expectations as he has conducted the following recent searches for the City: Comptroller, Human Resources Director, Deputy City Manager-City Engineer, and Parks and Recreation Director.

We recognize that the COVID-19 pandemic has created unique operating challenges for local governments in many ways, including recruitment efforts. SGR has invested in a variety of technologies that will allow a safe social distancing recruitment process, and we will continue to provide alternatives to in-person meetings, to the extent your organization desires, during this uncertain time.

Please note that we have modified our standard recruitment process and projected schedule to allow for comprehensive media reports for up to 15 candidates prior to presenting these candidates to the Citizen Committee.

We are happy to provide references upon request. We are excited about the prospect of conducting this recruitment for the City of Fernandina Beach, and we are available to visit with you at your convenience.

Respectfully submitted,

Jeri J. Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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Company Profile

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in Texas in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a full-service firm, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services.

SGR's services are designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 39 full-time employees, 3 part-time employees, 21 recruiters, 20 facilitators and multiple consultants who function as subject matter experts on a variety of projects.

SGR has corporate headquarters in Texas, as well as virtual offices in California, Colorado, Florida, Maryland, Minnesota, New York, North Carolina, Ohio, Oklahoma, and Oregon.

View all SGR team members and bios at: https://sgr.pub/MeetTeamSGR

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of applicants by utilizing our unequaled network of prospects.

- Your position will be announced in SGR's Servant Leadership e-newsletter that reaches over 43,000 subscribers in all 50 states.
- We will send targeted emails to over 5,800 opt-in subscribers to SGR's City Management Job Alerts.
- Your position will appear on SGR's Website, https://sgr.pub/SGRWebsite, which has approximately 20,000 visitors per month.
- Your position will be posted to SGR's Job Board, https://sgr.pub/SGRJobBoard, which averages nearly 10,000 unique visitors per month and has more than 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government, Local Government Hispanic Network, and the National Forum for Black Public Administrators.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitments through our website, servant leadership e-newsletter, job board, job alert emails, social media, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government, as well as regional and national networks of relationships. The executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis in local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR will not enter an engagement with an entity or organization that directs bias or expects bias to be demonstrated on any basis other than factors that affect the ability of the candidate to do the job. SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR cannot guarantee the makeup of the semifinalist or finalist groups, SGR has relationships and contacts nationwide to encourage the meaningful participation of

underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs
SGR devotes significant time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR dedicates a prodigious amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great fit regarding values, philosophy, and management style perspectives.

Trust of Candidates
SGR has a track record of providing remarkable confidentiality and wise counsel to candidates and next generation leaders. We have earned their trust. As a result, SGR is able to bring exceptional prospects to the applicant pool. Candidates trust SGR to assess the situation well, communicate honestly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication
Your executive recruiter is accessible throughout the recruitment process and can be reached at any time by candidates or clients via cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates
SGR offers a screening process that ensures a detailed understanding of candidate backgrounds and prevents surprises. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain insights beyond what is available through a resume
- Online pre-recorded video interviews that allow search committee members to view candidates in an interview setting prior to the finalist recruitment stage
- All-inclusive media reports that far surpass automated Google/LexisNexis searches, customized to each candidate based on where they have lived and worked
- Thorough automated, anonymous reference checks that provide details on candidates' soft skills from an expansive group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise for finalist candidates, customized to the organization

View a full list of our Executive Recruitment Clients at: https://sgr.pub/ERClientList

Project Personnel

Doug Thomas, Executive Vice President

DouglasThomas@GovernmentResource.com
Cell: 863-860-9314

Doug has close to 35 years of senior local government executive management experience. He joined Strategic Government Resources (SGR) in 2015 to serve as their first Regional Director to serve both Florida and the southeast, and subsequently as Senior Vice President. He assists clients nationwide in the areas of executive recruitment, governing body/senior staff governance and servant leadership training, strategic visioning, and priority-based budgeting, evaluation of the Chief Executive, and is a regular speaker at local government state and national conferences.

Prior to his work with SGR, Doug served as City Manager for the City of Lakeland, Florida for roughly 12 years. Lakeland is centrally located along the I-4 corridor between Tampa and Orlando with a resident population of over 100,000 and a service population of over 250,000. The City provides its residents a full array of municipal services, including a municipal-owned electric generation and distribution utility that is the 3rd largest in the state and among the top 25 nationwide. The organization has an annual budget of approximately $600 million and employs roughly 2,500 personnel. The city is home to the Detroit Tigers during Major League Baseball's Spring Training; the Experimental Aircraft Association's Annual Sun 'n Fun Fly-in, recognized as America's second largest aviation event of its type; Florida Southern College, which features the world's largest one-site collection of buildings designed by the legendary architect, Frank Lloyd Wright; and the state's 12th university, Florida Polytechnic University, which opened in the fall of 2014.

Prior to Lakeland, Doug previously served as City Manager for the City of Alma, Michigan for close to 15 years. Prior to his service in Alma, he represented the City of Grand Haven, Michigan as Assistant City Manager, (1986-1989) and as Administrative Assistant to the City Manager (1984-1985). He also has held local government posts with the City of Rockville, Maryland, and the Town of Landover Hills, Maryland.

His academic credentials include attainment of a Master of Public Administration from the American University, Washington, D.C. in 1983 with a concentration in Urban Affairs, and a Bachelor of Arts in Political Science and History from Bowling Green State University, Ohio in 1981.

Recruitment Methodology

A full-service recruitment typically entails the following steps:

1. **Organizational Inquiry and Analysis**
    - Development of Recruitment Plan and Timeline
    - Individual Interviews with Key Stakeholders
    - Creation of Position Profile Brochure
2. **Advertising and Marketing, Communication with Applicants and Prospects**
3. **Initial Screening and Review; Narrow to up to 15 Semifinalist Candidates**
4. **Evaluation of Semifinalist Candidates**
    - Written Questionnaires
    - Recorded Online Interviews
    - Comprehensive Media Searches
5. **Citizen Committee Briefing to Facilitate Selection of Finalists**
6. **Evaluation of Finalist Candidates**
    - Comprehensive Background Investigation Reports
    - DiSC Management Assessments (supplemental service)
    - First Year Game Plan or Other Advanced Exercise
7. **Interview Process**
    - Face-to-Face Interviews
    - Stakeholder Engagement (if desired)
    - Deliberations
    - Reference Checks (may occur earlier in process)
8. **Negotiations and Hiring Process**
    - Determination of Terms of an Offer
    - Negotiation of Terms and Conditions of Employment
    - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Development of Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. These interviews identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the position, special considerations, and the political environment. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

To view sample recruitment brochures, please visit:
https://sgr.pub/OpenRecruitments

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches over 45,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, https://sgr.pub/SGRWebsite, and on SGR's Job Board, https://sgr.pub/SGRJobBoard. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast,

accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants
Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR sends weekly updates to active applicants regarding the organization and community.

Step 3: Initial Screening and Review; Narrow Pool to up to 15 Semifinalist Candidates

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, resumes can be misleading. Resumes fail to disclose the individual's personal qualities and his or her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments and experience. SGR's responsibility is to go deeper than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes them an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires
SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews

SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Comprehensive Media Searches

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: https://sgr.pub/SGRMediaReport.

Step 5: Citizen Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 6: Evaluation of Finalist Candidates

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: https://sgr.pub/SGRBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: https://sgr.pub/SGRDiSCReport. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: https://sgr.pub/SGRDiSCCompare.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far. Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 7: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 8: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation "log-jams."

Press Release (if requested)

Until you have "sealed the deal," you should be cautious in order to avoid the embarrassment of a premature announcement that does not work out. It is also best practice to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: https://sgr.pub/SampleIOPT.

Projected Schedule

Holidays may affect recruitment schedule.

Task	Weeks
• Contract Executed • Develop Recruitment Plan, Timeline • Individual Interviews with Key Stakeholders	Week 1
• Deliverable: Position Profile Brochure • Search Committee Reviews and Approves Brochure	Weeks 2-3
• Advertising and Marketing • Accept Applications • Communication with Prospects and Applicants	Weeks 4-7
• Initial Screening and Review • Narrow to up to 15 semifinalists • Questionnaires and Recorded Online Interviews • Comprehensive Media Searches	Weeks 8-10
• Deliverable: Semifinalist Briefing Books and Online Interviews	Week 11
• Citizen Committee Briefing / Select Finalist Candidates	Week 12
• Comprehensive Background Investigation Reports • DiSC Management Assessments (supplemental service) • First Year Game Plan or Other Advanced Exercise	Week 13
• Deliverable: Finalist Briefing Books	Week 14
• Face-to-Face Interviews • Stakeholder Engagement (may occur earlier in process) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: **$29,825 ***

** Ad placement costs are not included in the Not-to-Exceed Price. Ad placement costs are estimated to be between $1,750 and $2,500 and shall be added to the total cost of services upon approval from the organization.*

Not-to-exceed price includes:

- **Professional Service Fee - $18,500**
- **Expenses:**
    - **Position Profile Brochure & Marketing - $750** *(reflects $750 discount)*
        - Production of a professional position profile brochure
        - Custom-designed graphics for social media and email marketing
        - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
        - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
        - Featured job placement on SGR's website
        - Featured ad on SGR's job board
        - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
    - **Semifinalist Recorded Online interviews** for up to fifteen (15) semifinalists - **$225 each**
    - **Comprehensive Media Reports** for up to fifteen (15) semifinalists - **$500 each**
    - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
    - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
    - **Up to two (2) multi-day onsite visits** by one Recruiter to the Organization, for up to 2 and 1/2 days per visit. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. *Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.*

Reimbursable Expenses

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**

Supplemental Services

The supplemental services listed below are not included in the not-to-exceed price:

- Additional online interviews (over and above the fifteen (15) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the fifteen (15) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional onsite visits (over and above the two (2) onsite visits included in the not-to-exceed price above) by one Recruiter will be billed over and above the not-to-exceed price. Travel and onsite time will be billed at a professional fee (per recruiter) of $1,000 per half-day and $1,500 per full day. Meals are billed back at a per diem rate of $15 for breakfast, $20 for lunch, and $30 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for $1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- A half-day onsite post-hire team building workshop is offered for $4,000, plus travel expenses and $150 per person for I-OPT reports.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

City & County Management Recruitments, 2018-Present

In Progress

- Boardman, Oregon (pop. 4,500) - City Manager
- Dobbs Ferry, New York (pop. 11,000) - Village Administrator
- Gatesville, Texas (pop. 16,000) - City Manager
- Great Bend, Kansas (pop. 15,000) - City Administrator
- Justin, Texas (pop. 5,000) - City Manager
- Mexia, Texas (pop. 7,000) - City Manager
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Ottawa, Kansas (pop. 12,500) - City Manager
- Parker, Arizona (pop. 3,500) - Town Manager
- Pearland, Texas (pop. 130,000) - City Manager
- Rowlett, Texas (pop. 68,000) - City Manager
- Snyder, Texas (pop. 11,000) – City Manager
- Stillwater, Oklahoma (pop. 48,000) - City Manager
- Williston, North Dakota (pop. 29,000) - City Administrator

2023

- Bristol, Tennessee (pop. 27,000) - City Manager
- Glastonbury, Connecticut (pop. 35,000) - Town Manager
- Laredo, Texas (pop. 256,000) - City Manager
- Shawnee, Kansas (pop. 69,000) - City Manager

2022

- Aledo, Texas (pop. 5,500) - City Manager
- Blaine, Washington (pop. 6,000) - City Manager
- Crandall, Texas (pop. 4,000) - City Manager
- Dalhart, Texas (pop. 8,500) - City Manager
- Edinburg, Texas (pop. 100,000) - City Manager
- Frisco, Colorado (pop. 3,000) - Town Manager
- Graham, Texas (pop. 8,000) - City Manager
- Hutto, Texas (pop. 40,000) - City Manager
- Johnston, Iowa (pop. 24,000) - City Administrator
- Kennebunk, Maine (pop. 11,000) - Town Manager
- Kennedale, Texas (pop. 9,000) - City Manager

- Ketchikan, Alaska (pop. 8,000) - City Manager/Public Utilities General Manager
- Klamath Falls, Oregon (pop. 22,000) - City Manager
- Leawood, Kansas (pop. 34,000) - City Administrator
- Levelland, Texas (pop. 14,000) - City Manager
- Live Oak, Texas (pop 16,000) - City Manager
- Madisonville, Texas (pop. 4,500) - City Manager
- Manor, Texas (pop. 15,000) - City Manager
- Marshall, Texas (pop. 23,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Mont Belvieu, Texas (pop. 8,000) - City Manager
- Montgomery, Texas (pop. 2,400) - City Administrator
- Nassau Bay, Texas (pop. 5,000) - City Manager
- Parkville, Missouri (pop. 7,000) - City Administrator
- Rocky Hill, Connecticut (pop. 21,000) - Town Manager
- Sunnyvale, Texas (pop. 8,000) - Town Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Walla Walla, Washington (pop. 34,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator
- Wethersfield, Connecticut (pop. 26,000) - Town Manager
- Wickenburg, Arizona (pop. 7,500) - Town Manager

2021

- Bainbridge Island, Washington (pop. 25,000) - City Manager
- Breckenridge, Texas (pop. 5,000) - City Manager
- Bridgeport, Texas (pop. 6,500) - City Manager
- Briarcliff Manor, New York (pop. 8,000) - Village Manager
- Chandler, Arizona (pop. 270,000) - City Manager
- Chanhassen, Minnesota (pop. 27,000) - City Manager
- Chickasha, Oklahoma (pop. 16,000) - City Manager
- Choctaw, Oklahoma (pop. 12,000) - City Manager
- Clermont, Florida (pop. 44,000) - City Manager
- Flower Mound, Texas (pop. 79,000) - Town Manager
- Johnson City, Tennessee (pop. 65,000) - City Manager
- Kennett Square, Pennsylvania (pop. 6,000) - Borough Manager
- Lago Vista, Texas (pop. 8,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator
- Monett, Missouri (pop. 9,000) - City Administrator
- North Port, Florida (pop. 77,000) - City Manager

- Port Chester, New York (pop. 30,000) - Village Manager
- Sherwood, Oregon (pop. 20,000) - City Manager
- Snoqualmie, Washington (pop. 14,000) - City Administrator
- Spokane, Washington (pop. 220,000) - City Administrator

2020

- Argyle, Texas (pop. 4,000) - Town Administrator
- Bay City, Texas (pop. 17,000) - City Manager
- Bedford, Texas (pop. 49,000) - City Manager
- Boerne, Texas (pop. 16,000) - City Manager
- Castroville, Texas (pop. 3,000) - City Administrator
- Clinton, Connecticut (pop. 13,500) - Town Manager
- Commerce, Texas (pop. 9,000) - City Manager
- Covington, Georgia (pop. 14,000) - City Manager
- DeSoto, Texas (pop. 56,000) - City Manager
- Duncanville, Texas (pop. 40,000) - City Manager
- Hutchinson, Kansas (pop. 42,000) - City Manager
- Hutto, Texas (pop. 30,000) - City Manager
- Iola, Kansas (pop. 5,500) - City Administrator
- Johns Creek, Georgia (pop. 84,000) - City Manager
- Joplin, Missouri (pop. 50,000) - City Manager
- Miami, Oklahoma (pop. 13,500) - City Manager
- Mission Hills, Kansas (pop. 3,500) - City Administrator
- Nacogdoches, Texas (pop. 33,000) - City Manager
- Santa Fe, Texas (pop. 13,000) - City Manager
- Tigard, Oregon (pop. 53,000) - City Manager
- Westworth Village, Texas (pop. 3,000) - City Administrator

2019

- Blaine, Minnesota (pop. 65,000) - City Manager
- Bullard, Texas (pop. 4,000) - City Manager
- Campbell County, Wyoming (pop. 46,000) - Commissioners' Administrative Director/County Administrator
- Canyon, Texas (pop. 15,000) - City Manager
- Copperas Cove, Texas (pop. 34,000) - City Manager
- Killeen, Texas (pop. 145,000) - City Manager
- Kingsville, Texas (pop. 26,000) - City Manager
- Lamar, Colorado (pop. 7,500) - City Administrator

- Lenexa, Kansas (pop. 55,000) - City Manager
- Mineral Wells, Texas (pop. 15,000) - City Manager
- Orange, Texas (pop. 19,000) - City Manager
- Palm Coast, Florida (pop. 86,000) - City Manager
- South Windsor, Connecticut (pop. 26,000) - Town Manager
- Springfield, Oregon (pop. 62,000) - City Manager
- Terrell, Texas (pop. 17,000) - City Manager
- Tolland, Connecticut (pop. 15,000) - Town Manager
- Vail, Colorado (pop. 5,000) - Town Manager
- Venus, Texas (pop. 5,000) - City Administrator
- Victoria, Texas (pop. 67,000) - City Manager
- West Lake Hills, Texas (pop. 3,000) - City Administrator

2018

- Anna, Texas (pop. 14,000) - City Manager
- Bethany, Oklahoma (pop. 19,000) - City Manager
- Cameron, Missouri (pop. 10,000) - City Manager
- Clackamas County, Oregon (pop. 400,000) - County Administrator
- Clallam County, Washington (pop. 75,000) - County Administrator
- Coffeyville, Kansas (9,500) - City Manager
- Craig, Colorado (pop. 9,000) - City Manager
- Erie, Colorado (pop. 26,000) - Town Administrator
- Forney, Texas (pop. 19,000) - City Manager
- Freeport, Texas (pop. 12,000) - City Manager
- Fulshear, Texas (pop. 9,500) - City Manager
- Green Cove Springs, Florida (pop. 7,500) - City Manager
- Humble, Texas (pop. 15,000) - City Manager
- Jacksonville, Texas (pop. 14,000) - City Manager
- Jupiter, Florida (pop. 60,000) - Town Manager
- Lawton, Oklahoma (pop. 94,000) - City Manager
- Lebanon, Missouri (pop. 15,000) - City Administrator
- Lockhart, Texas (pop. 13,500) - City Manager
- Marshall, Texas (pop. 24,000) - City Manager
- Murfreesboro, Tennessee (pop. 130,000) - City Manager
- Nixa, Missouri (pop. 21,000) - City Administrator
- Paducah, Kentucky (pop. 25,000) - City Manager
- Pflugerville, Texas (pop. 60,000) - City Manager
- Plant City, Florida (pop. 38,000) - City Manager

- Riverside, Missouri (pop. 3,000) - City Administrator
- Smithville, Missouri (pop. 10,000) - City Administrator
- Springfield, Missouri (pop. 167,000) - City Manager
- Sunnyvale, Texas (pop. 6,500) - Town Manager
- West University Place, Texas (pop. 14,000) - City Manager
- Wethersfield, Connecticut (pop. 26,000) - Town Manager

EXHIBIT "A"
CONTACT SHEET

Name: Jeri J. Peters

Federal Taxpayer ID: 460501585

Mailing Address: PO Box 1642

City, State, & Zip Code: Keller, TX 76244

Telephone: 817-337-8581 **Fax:** N/A

Email: JJPeters@governmentresource.com

Submitted By: Jeri J. Peters

Title: President of Executive Recruitment

Accounting Contact:

Name: Jennifer Brohimer **Title:** Finance Director

Email Address: JenniferBrohimer@governmentresource.com **Phone:** 817-337-8581

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07 .

2. This sworn statement is submitted by (entity) Strategic Government Resources, Inc whose business address is PO Box 1642, Keller, TX 76244 and (if applicable) Federal Employer Identification Number (FEIN) is 460501585 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Jeri J. Peters and my relationship to the entity named above is President of Executive Recruitment

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.

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 3/23/2023
Date:

STATE OF ~~FLORIDA~~ Oregon JA
COUNTY OF Clackamas

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 23 day of March, 2023, and is personally known to me, or has provided ODL as identification.

Jordan Adams
Notary Public
My Commission expires: 9/22/2026

OFFICIAL STAMP
JORDAN ADAMS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1029053
MY COMMISSION EXPIRES SEPTEMBER 22, 2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: Strategic Government Resources, Inc.

CITY: Keller STATE: TX ZIP CODE: 76244

SIGNATURE: Jeri J Peters PHONE: 817-337-8581

NAME (TYPED OR PRINTED): Jeri J. Peters TITLE: President of Executive Recruitment

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-07

Project Description: Executive Recruitment Services

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: Strategic Government Resources, Inc.

Authorized Signature:

Title: Jeri J. Peters, President of Executive Recruitment

Date: 3/23/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 ITB/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: Jeri J. Peters Title: President of Executive Recruitment

Signature: Jeri J Peters Date: 3/23/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07.

This sworn statement is submitted by (entity) Strategic Government Resources, Inc. whose business address is PO Box 1642, Keller, TX 76244 and (if applicable) Federal Employer Identification Number (FEIN) is 460501585 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jeri J. Peters and my relationship to the entity named above is President of Executive Recruitment

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 not 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 3/23/2023
Date:

STATE OF ~~FLORIDA~~ Oregon JA
COUNTY OF Clackamas

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 23 day of March, 2023, and is personally known to me, or has provided ODL as identification.

Jordan Adams
Notary Signature

My Commission expires: 9/22/2026

OFFICIAL STAMP
JORDAN ADAMS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1029053
MY COMMISSION EXPIRES SEPTEMBER 22, 2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-07.

This sworn statement is submitted by (entity) Strategic Government Resources, Inc. whose business address is PO Box 1642, Keller, TX 76244 and (if applicable) Federal Employer Identification Number (FEIN) is 460501585 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Jeri J. Peters and my relationship to the entity named above is President of Executive Recruitment

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 3/23/2023 Date:

STATE OF ~~FLORIDA~~ Oregon JA
COUNTY OF Clackamas

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 23 day of March, 2023, and is personally known to me, or has provided ODL as identification.

Notary Signature My Commission expires: 9/22/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

OFFICIAL STAMP
JORDAN ADAMS
NOTARY PUBLIC - OREGON
COMMISSION NO. 1029053
MY COMMISSION EXPIRES SEPTEMBER 22, 2026

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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.

Strategic Government Resources, Inc. — 3/23/2023
Firm — Date

Jeri J. Peters, President of Executive Recruitment
Authorized Signature — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY MANAGER RECRUITMENT PROPOSAL

CITY OF FERNANDINA BEACH
1825
FLORIDA

PRESENTED BY:

Sumter
LOCAL GOVERNMENT CONSULTING

Sumter
LOCAL GOVERNMENT CONSULTING

404.535.0525
9848 Cameron Parc Ci.
Johns Creek, GA 30022

whutmacher@localgovexperts.com
www.sumterlocalgovconsulting.com

3/21/2023

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

Honorable Mayor and City Council,

Sumter Local Government Consulting (Sumter LGC) is pleased to provide a proposal to perform executive search services for the City of Fernandina Beach.

While Sumter LGC is a relatively new business, I am a local government industry veteran with over 25 years of experience as both a City Manager and a Consultant to local governments.

Search firms doing work in the public sector all propose a similar process. There is no secret special sauce. However, as you review our proposal, you will notice an articulable difference between Sumter LGC and more established search firms:

1. I focus considerable time understanding the culture of the city, talking with a wide range of stakeholders, and creating a customized candidate profile to differentiate talented candidates from the talented candidates who are a good fit for the City of South Fulton.

2. I advertise strategically with smart recruitment materials and most importantly work my nationwide network aggressively to find the candidates who are not in job search mode. Placing ads and sorting resumes into different piles is not a value add to your executive search.

3. I have experience working directly for elected officials and know how City Managers think. Acting as a conduit between candidates and the elected officials; I can speak both language and get results for clients. Importantly, I have been through this process as a consultant, a city manager and most importantly as a candidate.

4. My background check process is unique and comprehensive. It involves real legwork to avoid surprises and provide elected officials with meaningful data you can make sound business decisions from.

5. I am enthusiastic about public service and believe strongly that cities are most successful when they have strong partnerships between their elected officials and City Managers.

I would be thrilled to collaborate with you to find the right City Manager for the City of Fernandina Beach.

Sincerely,
Warren Hutmacher

Warren Hutmacher, President
Sumter Local Government Consulting

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Corporate Profile

CONTACT INFORMATION:

Primary Contact: Warren Hutmacher
Email: whutmacher@localgovexperts.com
Phone: 404.535.0525
Website: www.sumterlocalgovconsulting.com

HISTORY OF SUMTER LOCAL GOVERNMENT CONSULTING (Sumter LGC)

Sumter LGC was founded in 2021 by local government industry veteran Warren Hutmacher. Sumter LGC provides a wide array of customized management consulting services to local governments and organizations that operate within the local government sphere of influence.

PRIDE IN OUR EXPERTISE

Firm is dedicated to providing clients executive level assistance to solve complex problems and carefully handle important projects utilizing years of experience and accomplishments for the benefit of the client.

PRIDE IN THE PERSONAL ATTENTION WE PROVIDE TO CLIENTS

Sumter LGC is able to provide the personal attention to clients necessary to take on tough projects, meet deadlines and provide top-level expertise. Sumter LGC believes that local government consulting is a relationship business and that our reputation depends on how we treat our partners.

PRIDE IN PUBLIC SERVICE

Sumter LGC was founded by a career public servant who is the son of public-school teachers and has dedicated his career to working for the public good. Sumter LGC believes that our work for local government clients is an extension of their mission. We strive in everything we do to earn the trust of our clients and the communities we serve.

Warren Hutmacher

President, Sumter LGC

BA – Political Science (1995)

Masters Public Administration (1997)

Warren has over 25 years of leadership experience and is familiar with all aspects of municipal government. As former City Manager for the cities of Johns Creek, Dunwoody, Norcross, Avondale Estates and Hutto, Warren was involved in key community issues including traffic congestion, planning, neighborhood preservation, economic development, revenue expansion, and park development.

Serving various municipalities throughout his career, Warren has a great understanding of community issues and how to work with stakeholders to establish priorities that will provide the best and most meaningful results.

Warren works to solve complex problems and utilize his extensive skills for the benefit of his clients. He has worked on:

- Executive search
- Real estate development
- Redevelopment
- Enterprise Resource Planning
- Staff retreats and strategic planning
- Business process improvements
- Succession planning
- Interim services
- Personnel investigations
- Tourism

Recruitment Approach

Sumter LGC will work collaboratively with the City of Fernandina Beach to recruit for a City Manager.

Sumter LGC will:

- Keep the city informed of key progress in the recruitment process
- Place the client's best interest above all others
- Provide candid and thoughtful assessments of the candidates
- Represent the client with integrity, professionalism and tact

PHASE 1 – RECRUITMENT PREPARATIONS

Kickoff meeting

- Set a schedule for the recruitment and establish dates for reaching each milestone.
- Identify administrative issues and settle role clarity between the consultant team and city staff
- Review the marketing plan and proposed advertising placement costs
- Identify administrative issues and role clarity between us and the city staff
- Communicate with the client how the Florida Open Records and Open Meetings Laws can impact the recruitment.

PHASE 1 – RECRUITMENT PREPARATIONS (Continued)

Developing the "Ideal Candidate Profile"

We believe that the most critical element in the recruitment process is creating a candidate profile for the city. This profile will be utilized to narrow the candidate pool and focus the search to look beyond the best qualified person and choose the best fit for the city.

This process includes challenging the client to think critically about what character traits, soft skills and leadership abilities candidates will need to have to be successful in Fernandina Beach. What is the current state of the culture of your organization? If it is a strong positive culture, will the candidates function within or possibly alter the culture of your organization?

How does their personality mesh with the rest of the team? Will they be able to challenge the team to improve?

Every recruitment is unique and for this recruitment bundle, we propose the following approach to the critical first steps in these recruitments:

Conduct interviews with the Mayor, City Council and key staff to:

- Define the current state of the city and the culture of the organization
- Articulate the expectations for success for the roles recruited for
- Create a profile for what type of leaders are needed, what type of personalities will be most successful in Fernandina Beach and what type of personalities are to be avoided in narrowing the candidate pool

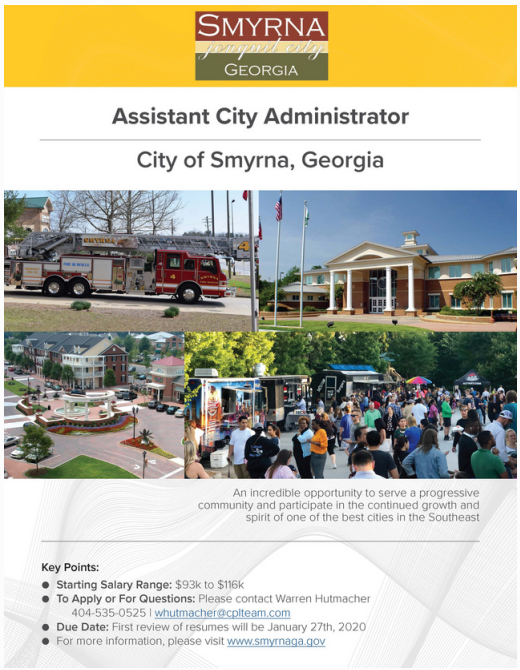
Please see Exhibit "A" for an example of a candidate profile we have used in a previous recruitment.

PHASE 1 – RECRUITMENT PREPARATIONS (Continued)

Design of Recruitment Materials

Sumter LGC creates a unique and informative digital candidate brochure to use in our marketing materials to catch the attention of the top talent. The brochure is a staple in recruitments, however, they have become stale. We see them as a story-telling opportunity to capture the essence of a community and articulate the value proposition for the position we are recruiting for. Candidates can easily move through the brochure to find pertinent information and get a gut feeling for the community and the job. We have also included video in a previous brochure to stay on the cutting edge.

See Exhibit "B" for examples of brochures we have used in previous recruitments.



PHASE 2 – ADVERTISING & NETWORKING

Advertising

One of the most important elements of an effective recruitment is to build a large and diverse pool of qualified candidates. Simply put, the larger the qualified pool the better chance you have to find the right candidate for Fernandina Beach. To attract a large and qualified pool through advertising, effort has to be taken to choose carefully where to post the jobs and how to post them.

We work diligently to craft job advertisements and brochures to attract a wide range of candidates and we limit the placements to places where the best qualified candidates will look when they search for a job. Adding to the pool by recruiting candidates that aren't actively looking for work is very important and often times is the strategy that delivers the best candidates.

Sumter LGC believes the best way to achieve equity and diversity in the municipal workforce is to attract a diverse candidate pool. We recommend that clients select the best qualified candidate who is the right fit for the job, however a larger and more diverse pool offers the best chance for an equitable hiring process. We utilize a wide range of advertising sources to enlarge and diversify our applicant pool. We dig a little deeper than traditional sources to find places to both advertise and recruit where diverse candidates are already looking for jobs. We believe that this is not only the right thing to do but that it is reflective of good business practices.

PHASE 2 – ADVERTISING & NETWORKING (Continued)

Recruiting

Most executive search firms develop a system of posting advertisements and depend on that approach along with email blasting a list of open jobs they are recruiting for to past candidates and any anyone who signs up for their publications. It isn't a targeted approach that is most effective in these types of recruitments.

For Fernandina Beach, while we recommend strongly that you advertise nationally, however the most likely scenario is that your most interested candidates are already working in the State of Florida.

Sumter LGC also has an extensive local network to put to use for the benefit of Fernandina Beach. Warren is a member of the Florida City County Managers Association and attends local networking events and conferences. Warren also makes phone calls to his network to find and recruit candidates that meet your candidate profile. It takes time, effort and persistence to recruit candidates instead of being reactive relying on advertisements and email blasts.

PHASE 3 – CANDIDATE EVALUATION

Resume Review

Resumes will be collected directly by Sumter LGC. They are reviewed against the candidate profile to narrow the pool to a semi-final group considered to be genuine hiring possibilities.

An advantage to hiring Sumter LGC for your recruitments is that your executive recruiter will be solely responsible for the task of reviewing applicants. For this assignment, Warren Hutmacher will be handling the initial review of resumes. Larger firms sometime use lower hourly rate assistants to sort through resumes. This can lead to good candidates who meet the most important qualifications but not all of the profile to be discarded. This task requires an experienced professional with good judgment.

Some clients prefer to review and approve the semi-finalist list prior to our conducting of initial interviews. We will honor the client's preference.

Initial Interviews

When practical at this phase, Sumter LGC prefers to meet with candidates face to face instead of on a phone call or a recorded interview. We record all the interviews whether in person or virtual so the client can see what we see. We learn a great deal from body language, facial expressions, enthusiasm and tone of voice. We send these recordings to the elected officials for their review.

After initial interviews, we will recommend to the city a manageable finalist group for a more formal in person interview process. Sumter LGC will provide a written report summarizing each recommended finalist candidate (up to 10). Typically, the elected officials will choose 3-5 finalists to interview in your community.

PHASE 3 – CANDIDATE EVALUATION (Continued)

Finalist Interviews

The interview process can be handled in a variety of ways. We formulate an interview process based on the position we are recruiting for as well as the desires of the elected officials. We fully prepare the City Council with best practices for interviewing candidates and when requested we provide suggested interview questions to the elected officials.

For this City Manager recruitment, Sumter LGC recommends a full day interview approach. The day could be comprised of a tour of South Fulton, meetings with staff leadership team, and a diverse panel type interview comprised of citizen, business owner and community stakeholders. We have found that having the candidates interact with a wide assortment of people provides different perspectives on the candidate's strengths and weaknesses. In addition to the more formal activities, we will have the candidates go to lunch or for coffee with city staff or community members to interact in a more casual setting.

Our initial thought is to employ a five-step approach to the interview day:

Step 1: Candidates will interview with a community panel. This will allow for feedback from a diverse group of community stakeholders who will ultimately work with the new City Manager on a variety of issues.

Step 2: Candidates will interview with the staff leadership team. This will allow candidates to get a feel for the personalities of their direct reports and for the staff to be able to advise the elected officials as to which candidates they believe would most effectively work with the leadership team on a staff level.

Step 3: Candidates meet with city staff/community panel members individually over lunch and for coffee to create a casual atmosphere to get to know the candidate's personality and character.

Step 4: Tour of South Fulton by city staff to help the candidate learn more about South Fulton and get another casual opportunity to get to know the candidate's personality and character.

Step 5: Elected officials spend 75 to 90 minutes to interview each candidate.

At the end of the day, we recommend a feedback loop between the elected officials and as many of the staff and community participants from the interview day.

PHASE 3 – CANDIDATE EVALUATION (Continued)

Candidate Selection - Alternatives to consider

Some elected officials prefer a more private process and others prefer a public facing process. The following is a list of techniques we have assembled for you to consider in constructing a unique and personal approach that works for the City of Fernandina Beach community.

- Public forum involving each candidate to allow the candidates to speak directly with the public and take questions and answers from the public in a live setting that is also streamed online.

- A speed dating type of approach where each candidate is provided a table to sit at and the individual community members from the general public can sit with candidates for a five-minute one-on-one type "speed dating" conversation to ask questions and get to know the candidates. Every five minutes, the bell is rung, and the public rotates to meet the next candidates. At the end, the public is asked to provide their written feedback for the elected officials to consider.

- An interactive activity that the candidates participate in to allow the elected officials to see them in action in a stressful or creative exercise. An example I have used previously is posted as Exhibit "C".

- Asking the candidates to prepare ahead of time material to present to the City Council to gauge the candidate's presentation skills, preparation ability, critical thinking and research techniques and their attention to detail.

PHASE 3 – CANDIDATE EVALUATION (Continued)

Candidate Selection

After the interviews and activities are completed, Sumter LGC will gather the elected officials with all of staff and community participants who interacted with the candidates. Everyone is invited to provide feedback on both substantive information and little things they believe would help to define the candidate's personality, character, style and suitability for the job. This feedback loop will help add to the data the elected officials need to sift through to make the final selection of their new City Manager.

The recruiter will sit with the elected officials in an executive session after all the feedback is received. This discussion typically results in a consensus decision for the Council as to who they wish to offer the position to.

The recruiter is not the decision maker and is present to facilitate conversations, answer questions and offer opinions only when asked.

PHASE 4– NEGOTIATION & BACKGROUND CHECKS

Negotiations

When the elected officials come to a decision on their top candidate, Sumter LGC will work with you to formulate a term sheet with the key business terms to begin the negotiation process.

Sumter LGC is intimately familiar with this process as both a consultant and a candidate. We are on top of industry trends and methods of finding compromises each party can agree to.

To help the process along, Sumter LGC will provide the City Manager with salary and benefit data relevant to the size of Fernandina Beach and the marketplace in your competitive area.

Once the offer sheet is agreed to, Sumter LGC will work with the candidate and your City Attorney to come to terms on a formal contract.

PHASE 4– NEGOTIATION & BACKGROUND CHECKS (Continued)

Background Checks

Sumter LGC recommends holding off on background checks until both the parties have established mutual interest, and agreed to terms (subject to a background check).

Sumter LGC will perform the requisite criminal checks (with the aid of the Fernandina Beach PD), education and employment verifications. Sumter LGC believes that a lot of cities and executive search firms fall prey to process fatigue during the background investigation phase.

Sumter LGC doesn't ask candidates for references, but we do fully investigate a candidate's background. Once the parties have agreed to terms and the candidate agrees to a background check, we choose who we want to talk with from their professional background. Having candidates submit their list of chosen references is a hollow effort. Candidates share only references who look upon them favorably. This limits the usefulness of the background check process.

Sumter LGC digs into a candidate's professional background to eliminate surprises and to get a full view of the candidate's veracity and character. We believe that clients should know everything we can about candidate's backgrounds before taking a final vote on a contract. We have the experience and aptitude to delve into deep internet searches, social media posts, blogs and other sources.

At the discretion of the client and only at the direct costs of travel Sumter LGC will travel to the city or cities the final candidate has managed to fact check their resume, get firsthand information on projects they worked on and to meet the people they worked with. We don't believe that any other executive search firm offers this level of service. Neither the client nor search firms wants to repeat a search process because we either missed something or didn't dig deep enough during the background check process.

Working toward this level of scrutiny gives clients the best chance at knowing all they can to make a sound decision in selecting a City Manager.

PHASE 5 - CANDIDATE ANNOUNCEMENT

Announcement

Sumter LGC will write or assist the City to compose a press release or other media relations efforts as a part of our flat fee. The initial press release and responses to media coverage can get the candidate and the city off on the right start in telling the story of how the candidate will benefit the City of South Fulton as well as explain the process that brought the candidate to the city.

Sumter LGC will also handle notifying candidates that were not selected. We are sensitive to the compassion required to handle this duty and are skilled at delivering difficult news in a constructive manner to candidates. We respect that the reputation of the city is at stake, and we take every step to preserve the good name of the city during this process.

FINAL THOUGHTS

Sumter LGC is confident in our process and if the city decides to start over with the recruitment due to unsatisfactory candidates, or the chosen candidate doesn't last a year in the position for any reason, we offer a one-year guarantee. We will complete another search for the City at no charge (except reimbursable expenses).

Sumter LGC offers a follow up service to work with the new City Manager for the first year of employment as a mentor and resource. A fee for this service can be negotiated at a later date.

Sumter LGC will coordinate the travel arrangements with candidates.

Sumter LGC will disclose any relationships we may have with any candidates, current, or former Fernandina Beach staff. At this time, we know of no relationships Sumter LGC has with current or former Fernandina Beach staff that would prevent us from handling this recruitment.

PROPOSED SEARCH TIMELINE

We expect to move quickly once awarded this assignment. Here is a preliminary timeframe and list of meetings based on our experience with other clients. Our goal is for a 70-day process to propose finalist candidates to the client.

Initial Kick-off meeting:
On site visit in Fernandina Beach:

- Meeting with the elected officials and any staff they recommend talking with to gain clarity and consensus on the roles and responsibilities expected of the City Manager

- Interviewing the elected officials and key staff and community members to develop a candidate profile

- Agreeing to a recruitment schedule and handling administrative issues

- Gaining familiarity with the city and reviewing expected challenges for the new City Manager

Complete candidate profile, recruitment brochure and advertising plan

2-week milestone:
- Advertise position widely with a completed recruitment brochure

6-week milestone:
- Initial review of resumes and scoring of proposed semi-finalist candidates

7-week milestone:
- Selection of semi-finalist candidates (on site in Fernandina Beach)

8-week milestone:
- Interviews of semi-finalist candidates by Sumter LGC

10-week milestone:
- Present finalist candidate recommendations (on site in Fernandina Beach)

Finalist interviews, background checks, offer and contract negotiations and press release announcement will be the final steps in the process.

SIMILAR PROJECTS

In addition to City Manager recruitments, Sumter LGC has extensive experience in public sector executive search.

2023

City of South Fulton, GA
- Assistant City Manager (suspended)
- Internal Auditor (in progress)

2022

City of Winder, GA
- Human Resources Director
- Planning Director

City of College Park, GA
- City Manager
- Public Works Director
- City Engineer
- Chief Building Official
- Airport Affairs Director

2020

City of Winder, GA
- City Engineer

City of Doraville, GA
- City Clerk

City of Smyrna, GA
- Assistant City Administrator

City Manager Recruitment

City of College Park, GA (2022/2023)

The City has hired Stanley Hawthorne as the new City Manager. His start date is April 3rd, 2023.

College Park, GA (Population 13,990) is located in Fulton County, GA on the southern border of the City of Atlanta. Founded in 1890, the City of College Park is a diverse urban community led by a Mayor and City Council and it operates utilizing a Council-Manager form of government.

SIMILAR PROJECTS

Executive Search
City of College Park

Recruitment for City Manager

Location: College Park
Client: City of College Park
Completion Date: 2023
Reference: Bianca Motley-Broom, Mayor
Tel: 404.669.3755 | bmotleybroom@collegeparkga.com

College Park, GA is located outside of Atlanta, GA and has a population of 14,000. The community operates with a council-manager form of government, with the city Manager in full control of hiring/firing decisions. The City's all funds budget is $131,000,000 and has four hundred employees.

The City Manager supervises 16 operating departments. In addition to managing day to day operations, the City Manager works directly with the elected officials and represents the city's interests regionally.

The City of College Park was seeking stability in leadership, with the last City Manager lasting just four months in office. The City of College Park is a highly complex operation for its size, operating full-service utilities, a golf course, a convention center and an arena. The City was seeking a candidate who could handle the volume of work, relate to the community and thrive in a very difficult political environment.

Hutmacher worked on a candidate profile and brochure to fully define the City's expectations and to attract the right caliber of candidates from the marketplace. Hutmacher leveraged his extensive industry network to identify candidates who could succeed in College Park.

Hutmacher reviewed resumes, participated in initial interviews, and proposed a final list of candidates for the city to interview.

The interview process was multi-pronged with the city staff and elected officials involved in the interview. The city selected a candidate with a 25-year career in city government, having worked as both an Assistant City Manager for a large complex city in Ft. Lauderdale, FL. He also had experience managing medium sized communities in both Florida and Connecticut. Stanley Hawthorne was chosen for the position. Stanley's background included work in utilities, community building, redevelopment and operations.

Stanley Hawthorne fit the ideal candidate profile, mixing his skill and passion for customer service with his executive skills in managing large and complex operations.

Hutmacher completed the recruitment in 4 months from kickoff to the announcement of the hire.

SIMILAR PROJECTS

Executive Search
City of Smyrna

Recruitment for Assistant City Administrator

Location: Smyrna, GA
Client: City of Smyrna
Completion Date: March 2020
Reference: Tammi Saddler Jones, City Administrator
Tel: 678.631.5407 | tsjones@smyrnaga.gov

Warren Hutmacher was engaged to recruit an Assistant City Administrator for the City of Smyrna, GA.

Smyrna, GA is located outside of Atlanta, GA and has a population of 51,000. The community operates with a modified council-manager form of government, with the City Administrator required to have Council consent for certain executive hiring decisions. The City's budget is $92,000,000 and has 470 employees.

The Assistant City Administrator works for the City Administrator and has responsibility for a portfolio of operating Departments and works on high profile projects. This position has direct contact with elected officials, all levels of city staff and the public. This position also maintains relationships with neighboring jurisdictions, state and federal officials.

Hutmacher was engaged for this Executive search due to the experience in local government and his good reputation with the leaders in Smyrna. His knowledge from his 16 years as a City Manager and his keen eye for assessing candidates' soft skills were the main factors in hiring Hutmacher for this recruitment.

Hutmacher created an ideal candidate profile and brochure after an extensive effort to fully understand the needs of the client. Hutmacher executed the advertising strategy and leveraged his extensive industry network to identify candidates and recruit them to apply for this position. Hutmacher managed the resume review, conducted initial interviews, and recommended candidates for the city to interview.

In this case, Hutmacher set up a panel of neighboring City Managers to assist with the finalist interviews. City staff provided tours of the city and hosted candidates for lunch to make sure the candidates understand fully what Smyrna had to offer in a casual environment for the staff to get to know the candidates. At the conclusion of the day, the staff and the panel gather with Hutmacher and the City Administrator to exchange impressions of the candidates.

In addition to the panel interview and the tours and lunches, we set up an activity for each candidate to assess their crisis management skills. At the end of the panel interviews we took the candidates to a conference room with the Public Works Director. The Director acted out a scenario in which he briefed the candidates about a bridge collapse that has taken out the city's main artery causing injuries and property damage. The candidates created an immediate and long-range action plan on how the city should respond and then deliver that action plan to the panel for questions and answers.

In this job, thinking quickly, acting boldly and being able to explain your rationale is important. This type of assessment puts those skills to the test.

Hutmacher completed the recruitment in less than 75 days from kickoff of the recruitment.

SIMILAR PROJECTS

Executive Search
City of Hutto

Recruitment for Economic Development Director

Location: Hutto, TX
Client: City of Hutto
Completion Date: 2021
Reference: Matt Wojnowski, ACM
Tel: 512.230.8489 | matt.wojnowski@huttotx.gov

Hutto, TX is located outside of Austin, TX and has a population of 35,000. The community operates with a council-manager form of government, with the city Manager in full control of hiring/firing decisions. The City's budget is $45,000,000 and has one hundred and fifty employees.

The Economic Development Director works for the City Manager and manages both city economic development efforts and serves as the director of the Hutto Economic Development Corporation. The Department has just two employees and a budget of $300,000. This position also maintains relationships with the Austin and Hutto Chambers of Commerce, the K-12 and technical schools, as well as the development and brokerage community.

Hutto was seeking an Economic Development Director with deep connections and networks in Texas, experience working large scale economic development projects, great communication skills and an aggressive attitude. The new Economic Development Director had to repair the City's relationships with outside entities and build a strategy for long term success. Hutto wanted an Economic Development Director that would fit in with the culture of the organization and work effectively with the Leadership Team.

Hutmacher worked on a candidate profile and brochure to fully define his expectations and to attract the right caliber of candidates from the marketplace. Hutmacher leveraged his extensive industry network to identify candidates who could succeed in Hutto.

Hutmacher reviewed resumes, participated in initial interviews, and selected a final list of candidates for the city to interview.

The interview process was multi-pronged with the Economic Development Corporation board members, city staff and community members involved in the interview. The city selected the candidate with a 30 year career in economic development for both the public and private sector. Bob Farley was chosen for the position. Bob's background included work as both a city economic developer and a consulting background as a site selector. Bob was a go-getter with a broad network and the know how to pull together large deals and to work with the Austin Chamber of Commerce to collaborate on the largest and most complex deals.

Bob created a first class economic development department, made friends everywhere he goes and pulled together over 2,000 acres of development in his first year with deal values well over $500 million dollars.

Hutmacher completed the recruitment in 71 days from kickoff to the announcement of the hire.

SIMILAR PROJECTS

Executive Search
City of Dunwoody

Recruitment for Police Chief

Location: Dunwoody, GA
Client: City of Dunwoody
Completion Date: 2009
Reference: Sharon Lowery, City Clerk
Tel: 678.382.6700 | Sharon.lowery@dunwoodyga.gov

Dunwoody, GA is located outside of Atlanta, GA and has a population of 46,000. The community operates with a council-manager form of government, with the City Manager in full control of hiring/firing decisions. The City's budget is $25,000,000 and has three hundred employees included embedded contractors. The Police Chief works for the City Manager and has responsibility for a full-service Police Department totaling sixty-five employees and a budget of $9,300,000. This position also maintains relationships with the elected officials, the citizens of Dunwoody, neighboring jurisdictions, state and federal officials.

The Police Chief was the first major hire for the newly incorporated City of Dunwoody. The city was seeking a strong leader for the Police Department who had the administrative skills and vision to build the police department from scratch in just 90 days. The city also wanted a Police Chief that could embrace the Dunwoody community and lead a department that would engender the admiration and respect of its citizens.

Hutmacher created a candidate profile and brochure after fully defining his expectations to attract the right caliber of candidates from the marketplace.

Hutmacher executed the advertising strategy for the position, while leveraging his extensive industry network to identify candidates who could succeed in Dunwoody.

Hutmacher reviewed resumes, conducted initial interviews, and chose a final list of candidates for the city to interview.

In this case, Hutmacher utilized a panel to interview candidates consisting of the County Sheriff, sitting Police Chiefs and a neighboring City Manager to conduct the finalist interviews.

Chief Grogan has been with the city from 2009 to the present and served as the President of the Georgia Chiefs of Police. He is beloved in Dunwoody and was responsible for the fastest startup of a municipal police department. The City of Dunwoody found the right person for the job!

Hutmacher completed the recruitment in 60 days from kickoff to the announcement of the hire.

City of Dunwoody Georgia

SIMILAR PROJECTS

Executive Search
City of Johns Creek

Recruitment for Public Works Director

Location: Johns Creek, GA
Client: City of Johns Creek
Completion Date: 2017
Reference: Kimberly Greer, Assistant City Manager
Tel: 678.512.3200 | Kimberly.greer@johnscreekga.gov

Johns Creek, GA is located outside of Atlanta, GA and has a population of 84,000. The community operates with a council-manager form of government, with the city Manager in full control of hiring/firing decisions. The City's budget is $60,000,000 and has four hundred employees including embedded contractors.

The Public Works Director works for the City Manager through an embedded services contract and has responsibility for a full-service Public Works Department including Parks and Recreation. The Department has seventy-five employees (including contract employees) and a budget of $6,300,000. This position also maintains relationships with the elected officials, citizens of Johns Creek, neighboring jurisdictions, state and federal officials.

Hutmacher was seeking a Public Works Director with strong administrative skills and exceptional communication skills who could rebuild trust with the elected officials. The new Public Works Director also needed to work in an unprecedented fashion with the public to gain community consensus for controversial road projects. Hutmacher wanted a Public Works Director that would fit in with the culture of the organization and work effectively with the Leadership Team.

Hutmacher created a candidate profile and brochure to fully define his expectations and to attract the right caliber of candidates from the marketplace. Hutmacher executed the advertising strategy for the position and leveraged his extensive industry network to identify candidates who could succeed in Johns Creek.

Hutmacher reviewed resumes, conducted initial interviews, and chose a final list of candidates for the city to interview.

The interview process was traditional with a small panel interview of city leaders. The city selected the candidate with the highest degree of risk. Lynette Baker was chosen for the position. With a background as a fisheries scientist (working on an Alaskan fishing boat) and as a Transportation Group Leader for Jacobs Engineering, she did not possess the Professional Engineer (PE) license
expected of a Public Works Director in a large complex city. She had never worked in city government. Baker however was a skilled communicator, leader, and administrator. She was engaging and easily established rapport during the interview process.

She reestablished the credibility of the Department and was a key member of the Leadership Team. Her employees loved her, and she has a knack for working with the public through complex and emotional projects. Lynette Baker was the right fit for the job!

Hutmacher completed the recruitment in 65 days from kickoff to the announcement of the hire.

Johns Creek
GEORGIA
be the exception

SIMILAR PROJECTS

Executive Search
City of Doraville

Recruitment for a City Clerk

Location: Doraville, GA
Client: City of Doraville
Completion Date: 2020
Reference: Chuck Atkinson, Chief of Police
(formerly Interim City Manager)
Tel: 770.455.1716 | Chuck.Atkinson@Doravillega.us

Doraville, GA is a first ring exurb of Atlanta, GA and has a population of 15,000. The community is managed with under a council-manager form of government, with the City Manager having supervisory authority over the City Clerk. The City's budget is $13,900,000 and has 175 employees.

The City Clerk works for the City Manager and has full responsibility for managing the agenda process, compiling minutes, and managing the records functions of the city. The City Clerk is a member of the leadership team.

Warren Hutmacher was engaged for this Executive search. His knowledge from his 20 years as a City Manager and his keen eye for assessing candidates' soft skills were the main factors in Hutmacher being chosen for this recruitment.

Hutmacher created a candidate profile and brochure after an extensive effort to fully understand the needs of the client. Hutmacher executed the advertising strategy for the position and leveraged extensive industry network to identify candidates. Hutmacher sorted through the resumes, conducted initial interviews, and recommended candidates for the city to interview. For Doraville, Hutmacher recruited two of the four finalists for the position who were not in the market for a new job.

Allison Tarpley was selected for this position. Allison was a certified municipal clerk and had extensive experience in the position from her work with the City of Johns Creek. She perfectly fit the candidate profile the city had for the position and has been instrumental in bringing the city into compliance with Georgia law as well as bringing a positive attitude to the position which has enriched the City's culture.

Unique to this recruitment was a request from the City of Doraville to provide the city with an Interim City Clerk during the recruitment process. Hutmacher found an outstanding candidate in a matter of days, and they began their interim services within a week after approval from the City. The interim Clerk bridged the gap for the City between City Clerks while the city looked to hire a new City Clerk

Hutmacher set up final interviews in a COVID Compliant manner and helped advise the city in the selection process. CPL completed this recruitment in 72 days from kickoff to the announcement of the hire.

THE CITY OF Doraville
Diversity, Vitality, Community

FEE PROPOSAL

Sumter LGC is proposing a flat fee for this executive search assignment excluding expenses.

Fee proposal for professional services: $21,250

Expenses to be reimbursed by City based on actual documented expenses:

- Consultant Travel:
- Advertisements:
- Background checks:

City should expect to pay certain direct expenses from this recruitment to include:

- Candidate travel
- Meals and other hosting expense related to public events
- Candidate hospitality

EXHIBIT A - EXAMPLE - CANDIDATE PROFILE

CITY OF COLLEGE PARK, GEORGIA

The Ideal Candidate

- Integrity and the courage to effectively manage in a council-manager form of government
- College Park is an advanced class in city management with complex service delivery and financial models
- Adept at determining and ordering priorities; managing delegation of responsibilities to key staff
- Positive attitude and ability to interact with citizens, elected officials, staff, and consultants
- Expertise in advising City Council on complex and/or controversial issues
- Communication skills to be effective with a full range of internal and external constituencies
- Customer Service mentality for "getting to yes" while adhering to all laws and regulations
- Humble and naturally helpful person
- Ability to read people, quickly decipher challenges and use good judgment in making difficult decisions
- Keen eye for talent
- Resourceful problem solver willing to provide others credit
- Contributes to the profession and actively engages in professional development
- Always embodies integrity and is focused on the City's best interests

EXHIBIT B - EXAMPLE - RECRUITMENT BROCHURES

CITY OF COLLEGE PARK, GEORGIA

CITY MANAGER

RECRUITMENT

Searching for the right City Manager candidate to take College Park to new heights

First Review of Resumes - October 26, 2022

Click here for the College Park, GA City Manager Recruitment page

Executive Search provided by:

Sumter
LOCAL GOVERNMENT CONSULTING

CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

College Park Mayor and Council

Downtown Mural

Six West Master Plan

College Park Value Proposition

College Park, Georgia is an established community with a variety of housing types, and a genuine and charming downtown. As a result, it is uniquely positioned for rapid economic growth as both a hub for travel and tourism and the regional aerotropolis of the Southeast.

College Park is an attractive location for raising a family with all the amenities of Atlanta at your doorstep. The City is home to the headquarters for companies such as Chick Fil A, and home to Woodward Academy, the largest private school in the country. College Park is a vibrant community known for its history, sense of community, and quality of life.

Living in the City affords you walkable access to restaurants and shopping downtown. In addition, the City has an abundance of parks and police and fire services that provide a safe environment.

Most of all, the City is a collection of neighborhoods with a fierce sense of pride and a bountiful optimism for a bright future. The next city manager will have the opportunity to leverage the existing strengths of College Park and forge a path forward to unlocking its great potential.

Executive Search provided by:

Sumter
LOCAL GOVERNMENT CONSULTING

WARREN HUTMACHER, EXECUTIVE RECRUITER
404.535.0525
whutmacher@localgovexperts.com
www.sumterlocalgovconsulting.com

CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

The Community

College Park embraces its rich history and culture. Originating from a land grant awarded in 1846, and chartered in 1895, the City has the fourth largest urban historic district in Georgia, with 867 structures on the National Register of Historic Places. The College Park Women's Club is one of the oldest in Georgia. The East-West streets (avenues) are named for Ivy League institutions, and the north-south streets are named for influential College Park residents.

Named one of Atlanta Magazine's "Best Places To Call Home," the City of College Park has become one of the most exciting communities in the greater metropolitan Atlanta area in which to live.

A well-established community with an individuality all its own, College Park is located near the Hartsfield-Jackson Atlanta International Airport, on Interstates I-85 and I-285. Residents and visitors alike will find that this revitalized City offers the best Southern hospitality in its city services, local restaurants, lodging accommodations, parks and recreation, and community events.

Harry the Hawk with students

Historic home

Hartsfield Jackson Airport

Executive Search provided by:

Sumter
LOCAL GOVERNMENT CONSULTING

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whutmacher@localgovexperts.com
www.sumterlocalgovconsulting.com

CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

The Community (Continued)

Gateway Arena @ College Park

Downtown Atlanta

Woodward Academy

The Gateway Center Arena @ College Park is the new arena in College Park, and home to the WNBA's Atlanta Dream and the NBA's Atlanta Hawks' new G-League development team, the College Park Skyhawks. The facility, opened in November 2019, and brings a new tone to the City. This 98,000-square-foot sports arena is the first of its kind south of I-20 in terms of access and capacity. It hosts graduations, concerts, and high school and college tournaments.

The City's permanent population numbers about 15,000. Employers, however, may take advantage of a metropolitan labor force of more than 3,000,000. In addition, a well-maintained and convenient highway system, along with extensive rapid rail and bus routes, enables workers to access a wide range of employment options.

In addition, as the home to 8,000 hotel rooms, the second-largest convention center in Georgia, the largest private school in the continental United States (Woodward Academy), a thriving Main Street corridor, and a large portion of Hartsfield-Jackson Atlanta International Airport within its borders, College Park is a small town with the budget, amenities, and complexities of a much larger city.

Executive Search provided by:

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CITY OF COLLEGE PARK, GEORGIA

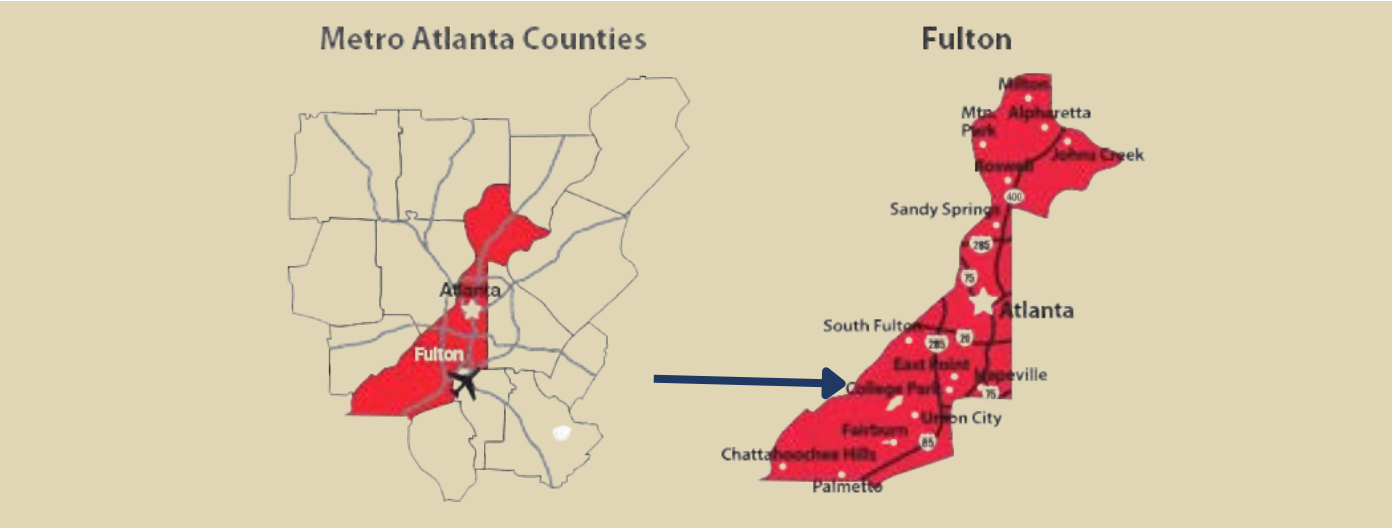
The Community (Continued)

The City of College Park sits in an enviable spot in the landscape of metro Atlanta with convenient proximity to the airport, downtown, world-class sporting events, and restaurants.

College Park is home to and close to a vibrant cultural scene and all of the world's best retailers. The City is close to Centennial Olympic Park, the Coca-Cola Museum, the College Football Hall of Fame, the Carter Center, CNN Center and the Atlanta Beltline.

Atlanta Beltline Multi-Use Trail

Centennial Olympic Park and Atlanta Skyline



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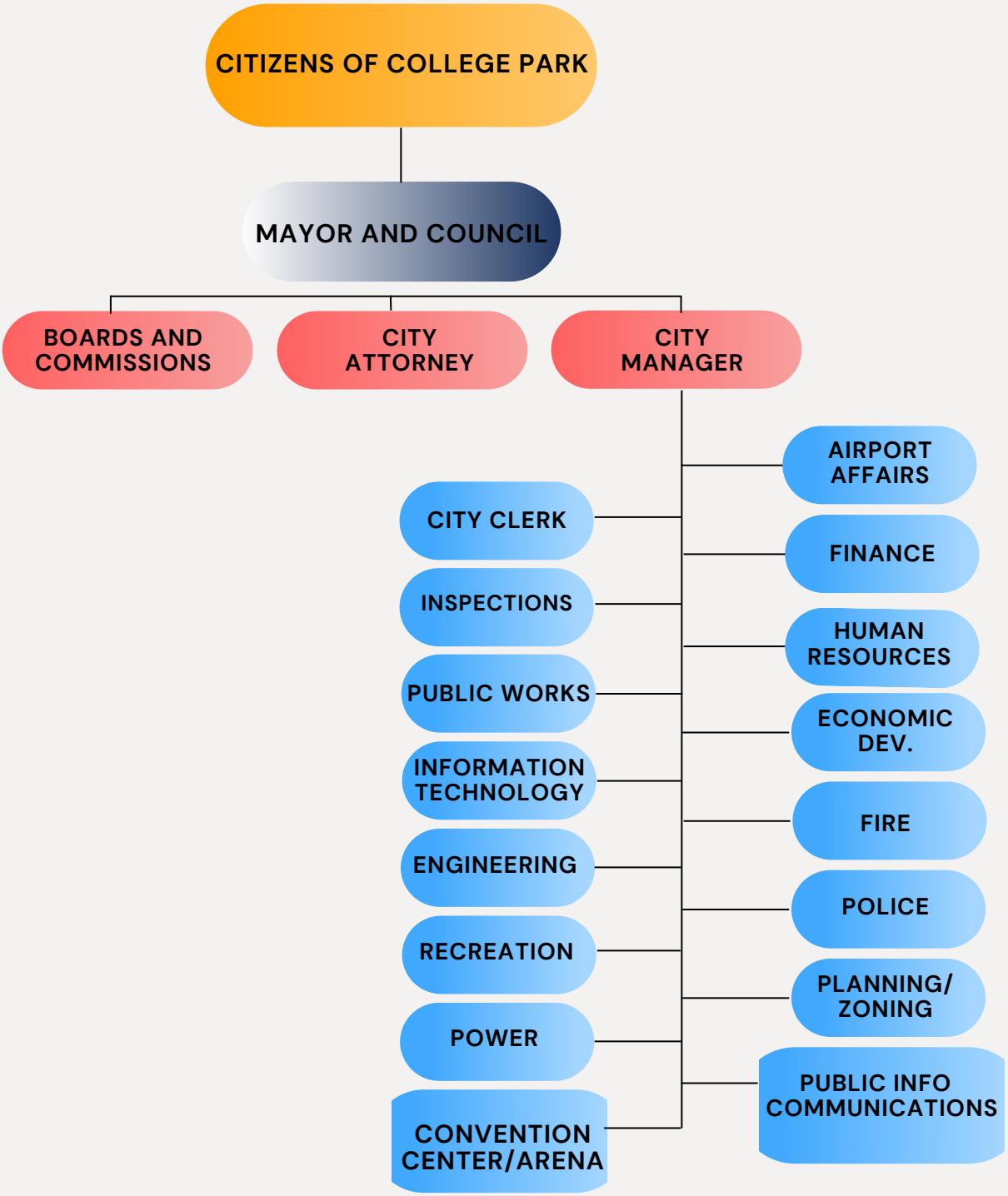
CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

The Organization- Current Organizational Chart



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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Department Heads (Reporting to the City Manager)

JACKSON MYERS
Infrastructure and Development Direcctor

HUGH RICHARDSON
CP Power Director

JAMESIA HARRISON
Communications Director

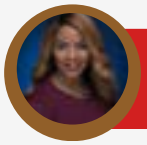
MICHELLE ALEXANDER
Economic Development Director

SHAVALA AMES
City Clerk

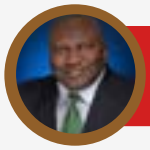
DR. DWIGHT BAKER
HR & Risk Management Director

WADE ELMORE
Fire Chief

VACANT
Chief Building Official



ALTHEA PHILORD BRADLEY
Finance Director



MICHAEL HICKS
Chief Information Officer

MICHELLE JOHNSON
Recreation & Cultural Affairs Director

MERCEDES MILLER
GICC & Gateway Arena Executive Director

VACANT
Public Works Director

VACANT
City Engineer

VACANT
Airport Affairs Director

VACANT
Police Chief

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

The Position

The City of College Park, GA is over 11 square miles with a population of 14,000 as of the 2020 census.

The City's general fund budget in 2022 is $30M and all funds top out at over $131M. College Park is a complex organization with diversified revenue sources, including a city-owned electrical utility, Arena, Convention center, golf course, hotel/motel fund and the more traditional property and sales tax revenue. The City has a $15M unreserved fund balance, nearly $6M more than is required under the City's financial policies.

The City employs over 400 people directly and serves over 8,000 power customers and over 2,800 water and sewer accounts.

The City is chartered under the Council-Manager form of government, represented by 4 Councilpersons elected by district and a Mayor elected City-wide. The City Council meets twice a month and has several members with long standing tenure and experience.

The City of College Park, GA is an advanced class in city management. The position is challenging and demanding but also rewarding.

College Park PD at Christmas Parade

Main Street Academy Government Day

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

The Ideal Candidate

- Integrity and the courage to effectively manage in a council-manager form of government
- College Park is an advanced class in city management with complex service delivery and financial models
- Adept at determining and ordering priorities; managing delegation of responsibilities to key staff
- Positive attitude and ability to interact with citizens, elected officials, staff, and consultants
- Expertise in advising City Council on complex and/or controversial issues
- Communication skills to be effective with a full range of internal and external constituencies
- Customer Service mentality for "getting to yes" while adhering to all laws and regulations
- Humble and naturally helpful person
- Ability to read people, quickly decipher challenges and use good judgment in making difficult decisions
- Keen eye for talent
- Resourceful problem solver willing to provide others credit
- Contributes to the profession and actively engages in professional development
- Always embodies integrity and is focused on the City's best interests

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Qualifications, Education and Experience

The City Manager for the City of College Park will be responsible for running the day-to-day operations of a very complex organization. Therefore, the City Manager must have the skills, experience, education, and demonstrated judgment to handle various expectations.

The successful candidate will need to have a bachelor's degree. In addition, an advanced degree such as a master's degree in public administration is desirable.

The successful candidate will have diverse professional experiences to help prepare him/her for this challenge. The ideal background will be a candidate with prior City Manager experience in a Council-Manager form of government of similar complexity to College Park. In addition, the successful candidate will have experience managing a wide range of services in a major metropolitan area.

This job will require a candidate who knows how to lead and manage simultaneously and has proven experience in prioritizing and delegating responsibilities.

Ultimately, the City is looking for a candidate who is the "right fit" for College Park.

The recruitment is national in scope, and the city encourages both in-state and out-of-state candidates.

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Current Challenges and Opportunities

Six West Development

Municipal Infrastructure

The new City Manager will be in place by January, 2023. The following challenges and opportunities are highlighted below.

- Executing capital planning to keep the City invested in municipal infrastructure improvements.
- Promoting Economic Development to further the goals of the City.
- The next City Manager will need to work with the staff to identify opportunities to keep the budget stable and grow commercial tax opportunities through downtown development.
- Providing leadership and stewardship to move the Six West Development forward. The Six West development involves over 311 acres of City-owned property just west of the historic downtown district and the College Park MARTA station. Named to capture the legacy of former neighborhoods anchored by six college-named streets, the public-private venture will expand the College Park community experience with a vibrant, mixed-use regional center with unique recreation and entertainment venues.

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Current Challenges and Opportunities (Continued)

Filling Key Vacancies

Leadership

- Hiring for key personnel – 4 Department Heads and 1 Assistant City Manager. The City has a very talented, dedicated, and experienced staff that has thoughtfully worked with the elected officials and the community on the planning and implementation of the plans that have made College Park such a desirable community in which to live, work, play and stay.

- It will be important to maintain stability and the high morale of residents, businesses, and community partners during the transition to a new City Manager. Therefore, the next City Manager should take all opportunities to be highly visible and accessible to the community and use the first year to get to know College Park, build trust with key stakeholders in the community and learn as much as possible about what residents think, feel, and want for their future.

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Compensation and Benefits

The City offers the City Manager a $2,400 annual utility credit

12.5% City paid retirement contribution to a 401 (a) account

The CIty will cover your ICMA, GCCMA, and other professional development investments

- Vehicle or Vehicle Allowance will be provided ✓
- City Utility Credit ✓
- ICMA Retirement 401(a) program ✓
- Professional Development ✓
- Vacation and Sick Leave ✓
- Health Insurance starts first day of employment ✓
- Relocation Expenses ✓

For more information on City benefits click here

City residency provides work/life balance with a short commute

City will provide you with the latest technology and equipment

Health Insurance is heavily subsidized for employees, including those with family coverage

The previous City Manager was paid an annual salary of $195,000. The City is committed to negotiating a similar salary for this recruitment.

City Manager is required to live in the city limits during the term of their employment with the city.

The City is seeking stability and will present the successful candidate with a contract that encourages a long-term relationship.

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Apply to be the College Park City Manager

To apply for the College Park City Manager position, please send your resume and a two sentence value proposition articulating why you believe you are the right fit for this position.

Please send a resume and two sentence value proposition as a PDF to:
whutmacher@localgovexperts.com
Warren Hutmacher, Executive Recruiter

For more information on this position including supplementary documents and resources visit the recruitment webpage at www.sumterlocalgovconsulting.com/cocp-city-manager

The first review of resumes will take place on October 26, 2022.

Please refrain from communicating with the elected and officials and staff of the City of College Park. Please direct inquiries, concerns or problems to the Executive Recruiter.

Georgia Open Records legislation reasonably protects candidate's confidentiality. Once the City has identified a finalist group of three or less candidates, the names of the finalists are subject to be released upon an Open Records request.

Georgia law requires that the city wait 14 days from the announcement of a sole finalist until a final appointment can be voted on.

The College Park City Charter requires that the City Manager resides within the city limits of College Park during their employment as the city manager.

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CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

Hiring Process and Projected Timeline

RESUME & VALUE PROPOSITION

Email both documents to:
whutmacher@localgovexperts.com

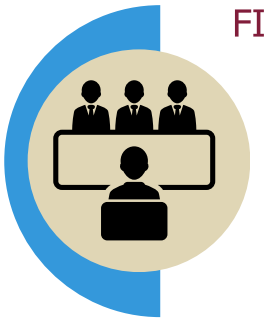
FIRST REVIEW OF RESUMES

First review is on 10/26/22

SEMI-FINALIST INTERVIEWS

First interview with
Sumter Consulting

Projected date
1st week of November



FINALIST INTERVIEWS

Interviews with the
elected officials

Projected date
Middle of November

BACKGROUND CHECK & OFFER

Full background check to
include criminal and
credit check

Final candidate selected

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EXHIBIT C - EXAMPLE - INNOVATIVE INTERVIEW

EXHIBIT C - EXAMPLE - INNOVATIVE INTERVIEW

INNOVATIVE INTERVIEWS

The interview process is intended for candidates to be fully informed about their prospective employer as well as for the city to find out as much as it can about the candidate's abilities, qualifications, and character.

WHW LGC believes that there are methods outside the traditional interview process used to discover more about the applicant then a question and answer can produce.

When the City of Johns Creek was interviewing candidates for a Communication Director position, the ideal candidate profile called for the successful candidate to be capable of handling crisis communication while providing a sense of confidence and calm under heavy stress. They could have asked candidates to discuss a time in their careers when they dealt with a crisis, but instead the city created a crisis and put the applicants to the test....

Here is why WHW LGC approaches the recruitment process differently than other firms. The following is a retelling of a recruitment process Warren Hutmacher led for the City of Johns Creek, GA.

EXAMPLE: "THE CRISIS UNVEILED"

Candidates entered the conference room for their individual interviews opposite three similarly dressed interviewers representing the city. Hands are shaken, introductions made, and the interviews proceed like any other interview held by a city government. While the employer taking turns asking questions, the door suddenly comes flying open and a city staffer bellows into the room in an agitated state that the Communications Director candidate is urgently needed to help with a crisis in the making.

The candidate is whisked away to a separate conference room and is briefed by the Police Chief and Assistant City Manager regarding a officer involved shooting that has just occurred. The facts are hazy and are dribbling in. The candidate is then asked to go to the PD Headquarters and interview the Sergeant and Lieutenant on duty when the shooting happened.

After talking with an obviously flustered Sergeant and an overly tight-lipped Lieutenant, the candidate must take this information and what he learned from the Chief and Assistant City Manager to craft an immediate action plan, a press release, and prepare for a press conference to be held in the next 30 minutes.

After 30 minutes alone with pen and paper, the candidate is taken by the Police Chief to the Roll Call room for a press conference. The video cameras are rolling, and a dozen city staff are in attendance. The candidate is called to the podium to give a statement and take questions from the "reporters" in the room. The candidate is peppered with questions, some of which are unfair, and some are hard hitting.

After this 30-minute exercise, the candidate is taken back to the original panel interview to brief the panelists as to how they think they did with the exercise and finish up their formal question and answer interview.

This process is repeated for all three finalists. The videos are compiled and the participants from the staff (Police Chief, Assistant City Manager, Sgt., Lt., and staff acting as reporters) gather to review the press releases, view the press conference videos, and conduct a full debrief on the entire exercise

The City Manager learned the following from this experience:

The first candidate panicked and was very uncomfortable in dealing with the crisis. He was pushed around by the "reporters" at the mock press conference. His answers, press release and leadership through the exercise did not meet the expectations for the job.

The second candidate's performance was rated as mediocre, she failed to keep certain confidential details off

the public record after being warned by the Chief of Police that certain facts were not to be shared publicly.

The last candidate was sharp, unaffected by the stress and handled the reporters politely and directed the answers toward the city's narrative. It didn't hurt that this candidate was the former public affairs Captain for the United States Navy's entire Pacific Fleet. When asked afterwards about the exercise, he joked that this crisis was rather easy to deal with compared to North Korea!

EXHIBIT D - EXAMPLES - SEMI-FINALIST REPORT

CITY OF COLLEGE PARK, GEORGIA

CITY MANAGER

RECRUITMENT

Initial Candidate Review

November 7th, 2022
Executive Session

Executive Search provided by: Sumter LOCAL GOVERNMENT CONSULTING

CITY OF COLLEGE PARK, GEORGIA

Agenda - Initial Candidate Review

City Manager Recruitment

- Review of Process
- Review of Ideal Candidate Profile
- Review of Scoring Criteria - Initial Candidate Review
- Candidates - Initial Assessments
- Review Next Steps

CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Review of Process

City Manager Recruitment

- Development of Ideal Candidate Profile and Recruitment Brochure
- Advertising
  - GLGA, ICMA and NFBPA
- Recruitment
  - LinkedIn, Email blast, Referrals, Attendance at ICMA Conference, Phone calls
- *Resume Review and Update with Elected Officials - Current Step*
- Initial Interviews for Semi-Finalists with Search Consultant
- Review of Semi-Finalist candidates with Elected Officials
- Interview Process with Elected Officials in College Park
- Background Investigations and Selection

CITY MANAGER RECRUITMENT

CITY OF COLLEGE PARK, GEORGIA

The Ideal Candidate

- Integrity and the courage to effectively manage in a council-manager form of government
- College Park is an advanced class in city management with complex service delivery and financial models
- Adept at determining and ordering priorities; managing delegation of responsibilities to key staff
- Positive attitude and ability to interact with citizens, elected officials, staff, and consultants
- Expertise in advising City Council on complex and/or controversial issues
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- Customer Service mentality for "getting to yes" while adhering to all laws and regulations
- Humble and naturally helpful person
- Ability to read people, quickly decipher challenges and use good judgment in making difficult decisions
- Keen eye for talent
- Resourceful problem solver willing to provide others credit
- Contributes to the profession and actively engages in professional development
- Always embodies integrity and is focused on the City's best interests

CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Scoring Criteria - Initial Candidate Review

City Manager Recruitment

NOTES:

- *Criteria developed based on Ideal Candidate Profile - Qualifications solely based on resume review*

- *Maximum score in parenthesis for each category - Total Max (27)*

- Experience as a City Manager (5)
- Tenure as a City Manager (5)
- Experience as a City Manager in a City similar size as College Park (3)
- Education (5)
- Additional Experience in larger communities as an ACM (3)
- Utility Experience as a City Manager (3)
- Hospitality Experience as a City Manager (3)
- Prolonged absence from the City Manager field (-3)

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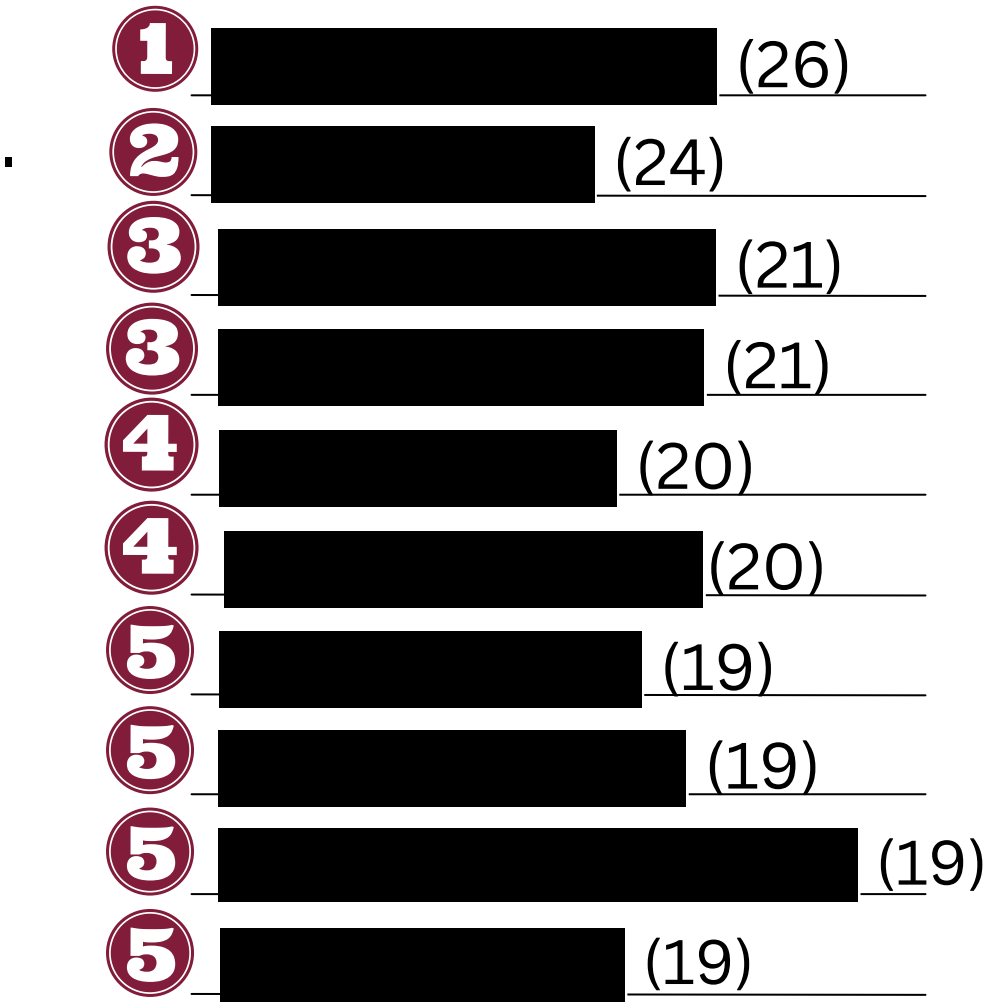
CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Scoring Criteria - Initial Candidate Review

City Manager Recruitment

Candidate Rankings
(1-10)



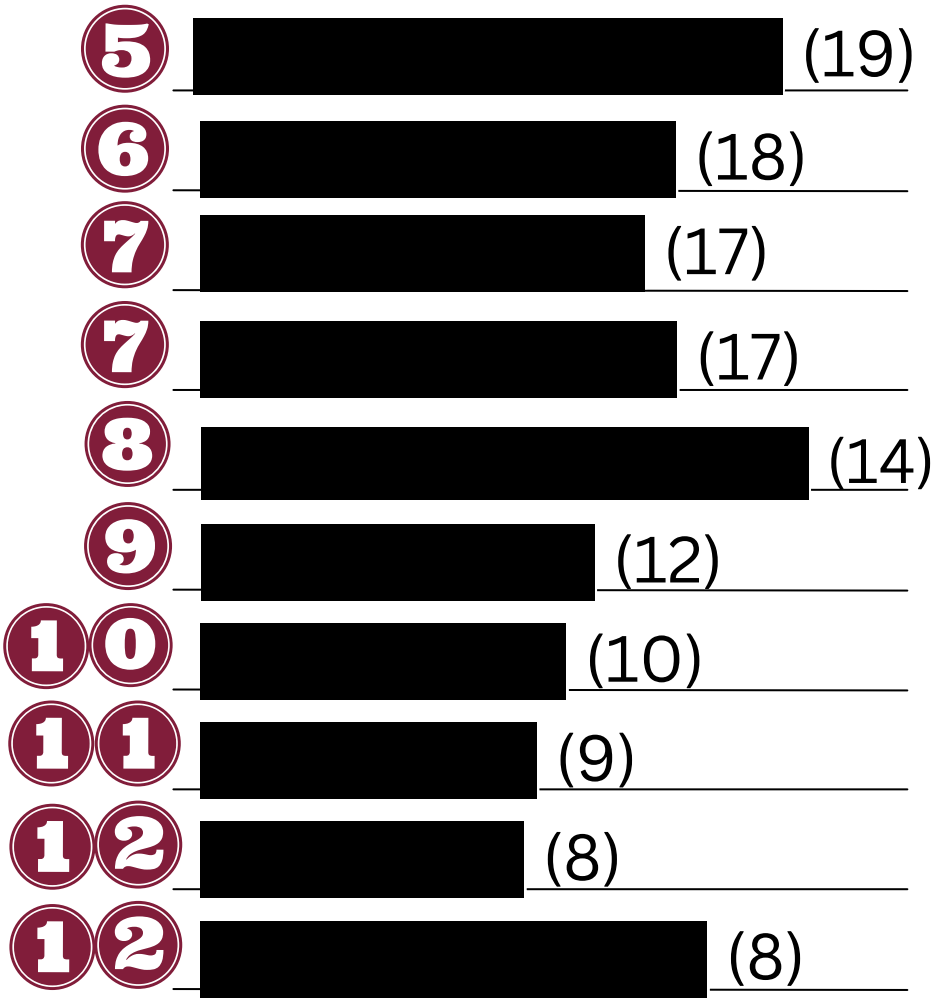
CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Scoring Criteria - Initial Candidate Review

City Manager Recruitment

Candidate Rankings
(11-20)



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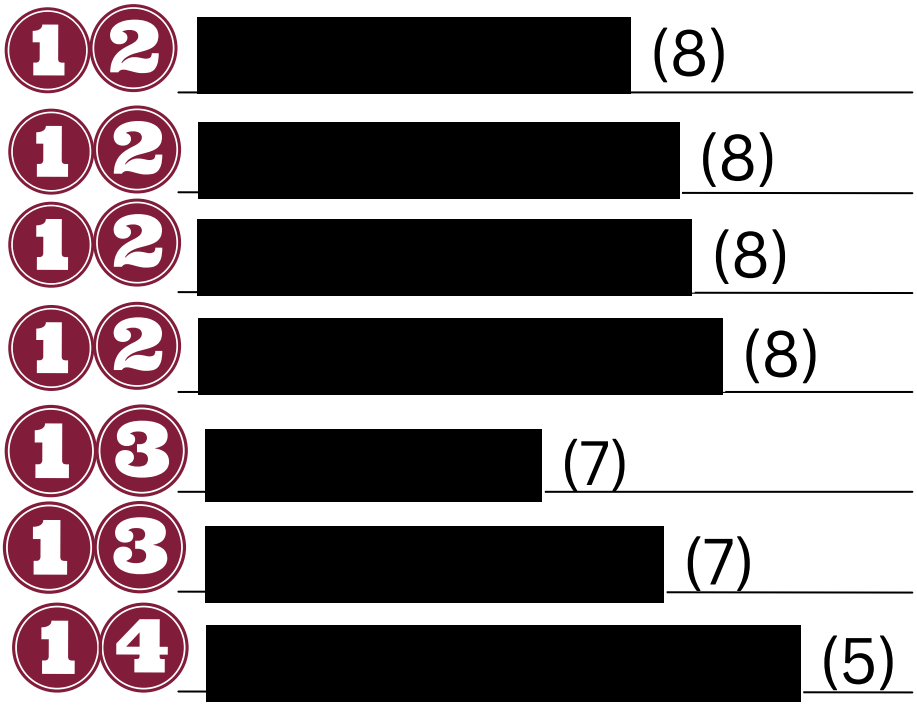
CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Scoring Criteria - Initial Candidate Review

City Manager Recruitment

Candidate Rankings
(21-27)



CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Recommended Candidates - Semi-Finalists

City Manager Recruitment

- 11 candidates are recommended as Semi-Finalists

- Semi-Finalist candidates were selected who earned more than 70% of the available points

- Of the 11 Semi-Finalists:
  - All have City Manager Experience
  - All have earned at least a master's degree
  - A combined 125 years of City Manager experience
  - Come from 9 different states,
  - Only 3 are currently working in Georgia
  - Have worked in large, suburban and small communities
  - Only 1 female semi-finalist

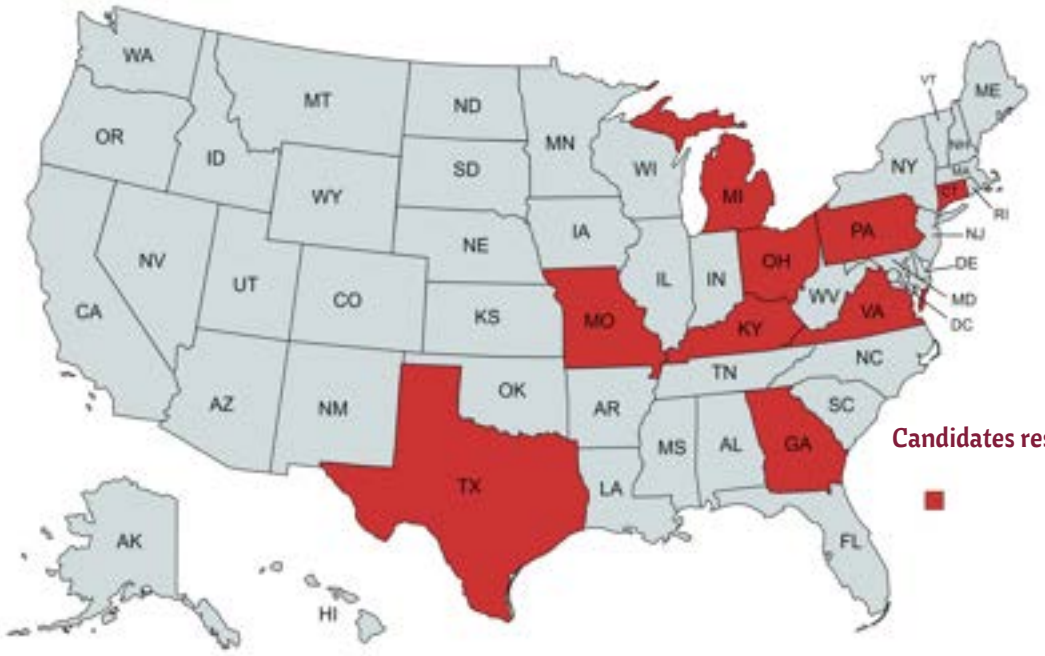
CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Recommended Candidates - Semi-Finalists

City Manager Recruitment

SEMI-FINALIST GEOGRAPHIC DISTRIBUTION



Candidates reside in 9 different states

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MOST RECENT EMPLOYER

[redacted]

RANK #1

[redacted]

CANDIDATE

Value Proposition

Accomplished local government leader with 17 years of experience delivering quality and improved efficiencies, cost savings and excellence in customer service. Excellent organizational, leadership, financial, problem solving and negotiating skills coupled with a commitment and passion for serving internal and external customers.

Documented track record for leading high-performance teams, creating results-driven departments, developing talent and managing resources.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	4
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	3
TOTAL SCORE	26

LAST 3 EMPLOYERS

City of [redacted] ***(5,667)***

City Manager

2018 - Present

City of [redacted] ***(33,429)***

City Manager

2011 - 2016

City of [redacted] ***(13,889)***

City Manager

2009 - 2011

EDUCATION

Hampton University

BS

Averett University

MBA

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MOST RECENT EMPLOYER

[redacted]

RANK #2

[redacted]

CANDIDATE

Value Proposition

Innovative and visionary local government administrator, in multiple, challenging environments, I have built a reputation for strong, enthusiastic leadership and advocacy on behalf of my elected bosses.

I have championed the cause of strategic planning and economic sustainability; and, I have utilized creativity and non-traditional approaches to create success in the face of expected failure.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	5
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	3
TOTAL SCORE	24

LAST 3 EMPLOYERS

[redacted] ***(51,000)***

City Manager
2020 - 2022

[redacted] ***(78,000)***

City Administrator
2017 - 2020

[redacted] ***(208,000)***

Director of Economic and Business Development
2016 - 2017

EDUCATION

Western Michigan University
BS

Western Michigan
MPA

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MOST RECENT EMPLOYER

[redacted]

RANK #3

[redacted]

CANDIDATE

Value Proposition

I am expressing my sincere desire to be the next City Manager of the exciting City of College Park, GA. My twenty-four years in City and County government along with my MPA from Valdosta State University, ICMA- Credential Manager certification makes me uniquely qualified for this position.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	5
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	21

LAST 3 EMPLOYERS

[redacted] ***(147,651)***

Operations Director
2022- Present

[redacted] ***(27,256)***

City Manager
2018 - 2021

[redacted] ***(31,448)***

City Manager
2016 - 2018

EDUCATION

Kent State University
BS

Valdosta State University
MPA

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MOST RECENT EMPLOYER

[redacted]

RANK #3

[redacted]

CANDIDATE

Value Proposition

I offer my experience and skills developed over my public service career by successfully managing a traditional menu of public services, as well as municipal gas and electric utilities, municipal golf courses, and general aviation airport, and economic development/redevelopment.

I am adept in facilitating excellent intergovernmental relations, in earning and keeping the public trust with citizens establishing strong partnerships

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	5
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	21

LAST 3 EMPLOYERS

[redacted] ***(41,500)***

Operations Director
2017 - 2021

[redacted] ***(25,600)***

City Manager
2009 - 2016

[redacted] ***(13,000)***

City Administrator
2004- 2008

EDUCATION

University of Notre Dame
BA

Indiana University
MPA

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #4

[redacted]

CANDIDATE

Value Proposition

I am dynamic, a visionary, and competent leader and is an excellent fit for the City of College Park.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	4
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
Years Removed from Local Government Management	-3
TOTAL SCORE	20

LAST 3 EMPLOYERS

[redacted]
2022 - Present

[redacted]
Deputy State Treasurer
2019 - 2021

[redacted]
City Manager
2004 - 2008

EDUCATION

Kent State University
BBA

University of Michigan
MPA

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #4

[redacted]

CANDIDATE

Value Proposition

As a highly accomplished municipal employee, my experience aligns well with the qualifications you are seeking.

My knowledge of day-to-day operations, strategic planning, capital financing, project management, and public infrastructure replacement and financing is extensive.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	1
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	20

LAST 3 EMPLOYERS

[redacted] ***(45,600***

2021 - Present

[redacted] ***(36,000)***

City Manager

2013 - 2021

[redacted] ***(36,000)***

Assistant City Manager/Economic Dev. Director

2008 - 2013

EDUCATION

Henderson State University

BA

Webster University

MPA

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #5

[redacted]

CANDIDATE

Value Proposition

Over 35 year's diverse professional experiences as a top public manager at all levels of the US intergovernmental system and internationally.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
Years Removed from Local Government Management	-3
TOTAL SCORE	19

LAST 3 EMPLOYERS

[redacted]

Adjunct Professor
2009 - Present

[redacted]

Consultant
2008 - Present

[redacted]

Assistant City Manager
2007-2008

EDUCATION

New School for Social Research
BA

University of Hartford
MPA

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #5

[redacted]

CANDIDATE

Value Proposition

I believe my background, experience, and qualifications uniquely position myself to excel in this role.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	0
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	19

LAST 3 EMPLOYERS

[redacted] ***(53,000)***

Township Manager
2018 - Present

[redacted] **(8,383)**

Borough Manager
2018 - 2018

[redacted] ***(13,981)***

Borough Manager
2017 - 2017

EDUCATION

Penn State University - Middletown
BS

Penn State University - Middletown
MPA

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #5

[redacted]

CANDIDATE

Value Proposition

Based on 16 years of experience serving in communities ranging from complex urban centers, suburban bedroom communities, and small rural cities, the diversity of professional experiences expressed on my resume only captures a fragment of my qualifications.

I am an Atlanta native, have experience working with Fulton Co. and an appreciation of the value College Park brings to the State, I can add significant value delivering on the strategic initiatives set forth by City.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	2
Highest Population LGM	1
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	19

LAST 4 EMPLOYERS

[redacted]

Corporate Social Responsibility Manager
2022- Present

[redacted] ***(496,461)***

Deputy Chief Operating Officer
2019 - 2022

[redacted] ***(127,358)***

Assistant County Manager
2016 - 2019

[redacted] ***(4,911)***

City Manager
2014 - 2016

EDUCATION

Georgia State University
BA

Valdosta State University
MPA

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #5

[redacted]

CANDIDATE

Value Proposition

I believe in having a purpose. "People with purpose, goals, and a vision have no time for drama.

They invest their energy in creativity and focus on helping others live positive lives."

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	1
Highest Population LGM	2
Education	5
ACM population greater than COCP	3
Utility Experience	3
Hospitality Experience	0
TOTAL SCORE	19

LAST 3 EMPLOYERS

[redacted] ***(19,798)***

City Manager
2021- Present

[redacted] ***(95,782)***

Deputy and Assistant City Manager
2018 - 2021

[redacted] ***(632,464)***

Water and Sewer - Deputy Chief Operating Officer
2016 - 2018

EDUCATION

Davenport University
BA

Keller Graduate School of Management
MBA

Argosy University
Doctorate

Sumter
LOCAL GOVERNMENT CONSULTING

MOST RECENT EMPLOYER

[redacted]

RANK #5

[redacted]

CANDIDATE

Value Proposition

My background and abilities meet the City's expectations for an energetic and enthusiastic individual who is focused on developing fundamentally sound public policy solutions; a candidate who is a strong communicator, both verbally and in written practice with a proven track record of leadership, integrity, financial acumen, and managing difficult situations; an incumbent with an ability to establish and maintain a professional demeanor and effective working relationships.

SEMI-FINALIST SCORING

Category	Score
Highest Job Title	5
Years of Employment-LGM	3
Highest Population LGM	3
Education	5
ACM population greater than COCP	3
Utility Experience	0
Hospitality Experience	0
TOTAL SCORE	19

LAST 3 EMPLOYERS

[redacted]

Town Manager
2021- Present

[redacted] ***(182,827)***

Assistant City Manager
2011 - 2019

[redacted] ***(92,000)***

Assistant City Manager
2005 - 2011

EDUCATION

Troy University
BS

University of Virginia
MPA

Sumter
LOCAL GOVERNMENT CONSULTING

CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Fringe Candidates

City Manager Recruitment

The following candidates are considered "fringe candidates" that are close to the 70% score mark or have favorable characteristics and backgrounds. While they aren't recommended as Semi-Finalists, they merit noting their backgrounds for your information:

- [redacted]
  - [redacted]
- [redacted]
  - [redacted]
- [redacted]
  - [redacted]
- [redacted]
  - [redacted]
- [redacted]
  - [redacted]

CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Fringe Candidates

City Manager Recruitment

Fringe Candidates (Continued)

- [redacted]
  - [redacted]
  - [redacted]
- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Rejected Candidates

City Manager Recruitment

The following candidates are not recommended to proceed in this recruitment. They lacked the requisite credentials, experience or background to be considered viable candidates.

[redacted]

CITY OF COLLEGE PARK, GEORGIA

Initial Candidate Review

Next Steps

City Manager Recruitment

- Review with the elected officials the results of the interview process with the Semi-Finalist candidates
- Recommend finalists for the elected officials to interview and assess in late November/early December
- Recommend a process and plan for the elected officials to assess the final candidates in College Park in early to mid-December
- Background investigations and selection
- Offer, contract negotiations, and media strategy execution

Sumter
LOCAL GOVERNMENT CONSULTING

EXHIBITS

EXHIBIT "A"	**Contact Sheet**
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**

EXHIBIT "A"
CONTACT SHEET

Name: SUMTER LOCAL GOVERNMENT CONSULTING

Federal Taxpayer ID: 87-3846352

Mailing Address: 9848 CAMERON PARC CI

City, State, & Zip Code: JOHNS CREEK, GA 30022

Telephone: 404-535-0525 **Fax:** _____

Email: whutmacher@localgovexperts.com

Submitted By: WARREN HUTMACHER

Title: PRESIDENT

Accounting Contact:

Name: WARREN HUTMACHER **Title:** PRESIDENT

Email Address: whutmacher@localgovexperts.com **Phone:** 404-535-0525

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP # 23-07. CITY MANAGER EXECUTIVE SEARCH SERVICES

2. This sworn statement is submitted by (entity) SUMTER LOCAL GOV CONSULTING whose business address is 9848 CAMERON PARC CI. JOHNS CREEK, GA and (if applicable) Federal Employer Identification Number (FEIN) is 87-3648352 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is WARREN HUTMACHER 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.

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.)

W.A. H 3/24/23

Signature Date:

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF Coweta

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 24th day of March, 2023, and is personally known to me, or has provided personally known as identification.

Notary Public
My Commission expires: 10/28/2024

CAROLYN GIOVANNA WYNN NOTARY PUBLIC EXP. Oct. 28, 2024 COWETA COUNTY, GA

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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: SUMTER LOCAL GOVERNMENT CONSULTING

CITY: JOHNS CREEK STATE: GA ZIP CODE: 30022

SIGNATURE: W.A. H PHONE: 404-535-0525

NAME (TYPED OR PRINTED): WARREN HUTMACHER TITLE: PRESIDENT

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"
E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-07

Project Description: CITY MANAGER EXECUTIVE SEARCH SERVICES

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: SLMTER LOCAL GOVERNMENT CONSULTING

Authorized Signature: W.A. W

Title: PRESIDENT

Date: 3/27/23

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 ITB/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: WARREN HUTMACHER Title: PRESIDENT

Signature: W.A. HT Date: 3/27/23

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
REQUEST FOR PROPOSAL
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH FIRM

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for 23-07 CITY MANAGER SEARCH SERVICES

This sworn statement is submitted by (entity) SUMTER LOCAL GOV CONSULTING whose business address is 9848 CAMERON PARC CT. JOHNS CREEK, GA and (if applicable) Federal Employer Identification Number (FEIN) is 87-3846352 2022 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is WARREN HUTMACHER 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 not 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.

WA.H 3/24/23

Signature Date:

STATE OF ~~FLORIDA~~ GEORGIA
COUNTY OF Carroll

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 March, 2023, and is personally known to me, or has provided personally known as identification.

_____ My Commission expires: 10/28/2024
~~Notary Signature~~

CAROLYN GIOVANNA WYNN
NOTARY PUBLIC
EXP. OCT. 28, 2024
COWETA COUNTY, GA

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"
NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for 23-07 CITY MANAGER EXEC SEARCH SERVICES

This sworn statement is submitted by (entity) SUMTER LOCAL GOV CONSULTING whose business address is 9848 CAMERON PARC CIRCLE JOHNS CREEK GA 30022 and (if applicable) Federal Employer Identification Number (FEIN) is 87 - 3746352 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is WARREN HUTMACHER and my relationship to the entity named above is PRESIDENT.

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.

WA [illegible] 3/24/23
Signature Date:

STATE OF ~~FLORIDA~~ GEORGIA
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 24 day of March, 2023, and is personally known to me, or has provided personally known as identification.

_____ My Commission expires: 10/28/2024
Notary Signature

CAROLYN GIOVANNA WYNN NOTARY PUBLIC Exp. Oct. 28, 2024 COWETA COUNTY, GA

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"
DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "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.

SUMTER LOCAL GOV CONSULTING — 3/27/23
Firm — Date

WA — WARREN HUTMACHER, PRESIDENT
Authorized Signature — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

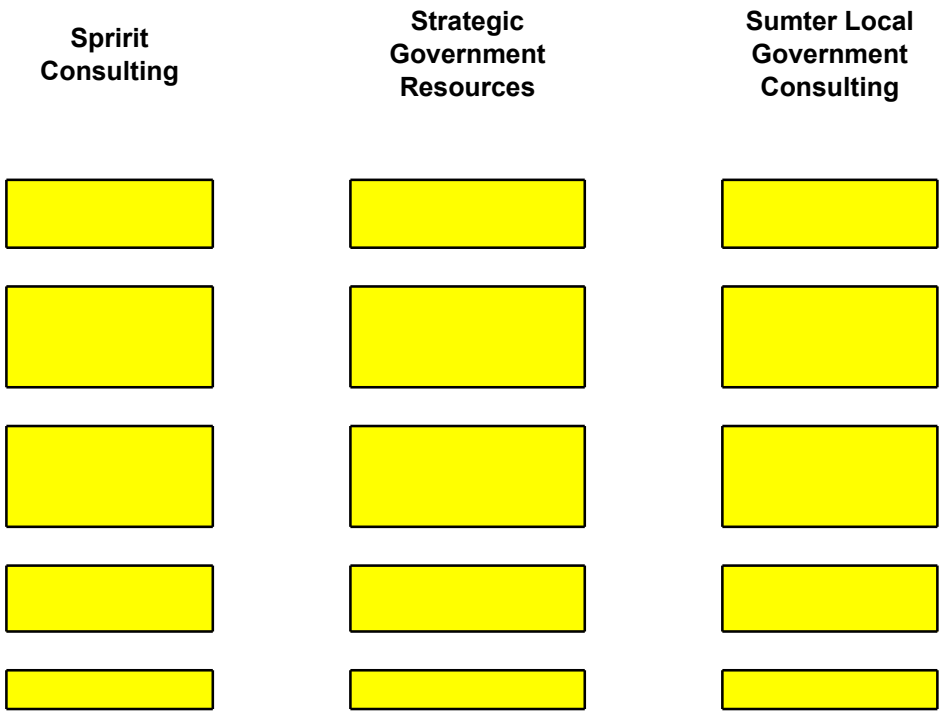
RFP 23-07 CITY MANAGER EXECUTIVE SEARCH SERVICES

EVALUATION FORM

Rating (used to fill in yellow boxes)

0	Did not address
1	Significant deficiencies
2	Some deficiencies
3	Meets requirements/expectation
4	Slightly exceeds expectations
5	Greatly exceeds expectations

	CRITERIA	Colin Baenziger & Assoc	GOVHR USA
1	Demonstrated ability of firm to provide all identified services		
2	Qualifications, capabilities and experience of the staff assigned to the City to perform services		
3	Past record; past performance; adequacy of personnel; ability of professional personnel.		
4	Location in proximity to Fernandina Beach		
5	Cost of Services		
	Total		


Spririt Consulting
Strategic Government Resources
Sumter Local Government Consulting

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-10
Waste Management Franchise Agreement

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: I recommend that the City Commission approve proposed Ordinance 2023-10 at First Reading.

SYNOPSIS: The City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal service, and retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service.

The City granted a solid waste franchise to Advanced Disposal Services Stateline, LLC, beginning January 15, 2019, and assigned the franchise to Waste Management Inc. of Florida on January 4, 2022. The City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 22-08, and the evaluation committee recommended Waste Management Inc of Florida. The City Commission authorized negotiations with Waste Management Inc. of Florida for a franchise agreement via Resolution 2022-219. This Ordinance repeals the current franchise agreement effective January 14, 2024 and enter into a new franchise agreement effective January 15, 2024.This item is placed on the agenda at the request of Director of Operations, Jeremiah Glisson.

FISCAL IMPACT: The City receives a 10% franchise fee from Waste Management.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-10 at First Reading.

Jeremiah Glisson, Operations Director	3/27/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	4/3/2023
Pauline Testagrose, Comptroller	4/4/2023
Mark Foxworth, Interim City Manager	4/5/2023
Tammi E. Bach, City Attorney	4/10/2023

Katie A Newton

Submitted By: Katie Newton, Legal Assistant Date: March 16, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2018-10 EFFECTIVE JANUARY 14, 2024; PROVIDING A NEW EXCLUSIVE FIVE-YEAR FRANCHISE TO WASTE MANAGEMENT INC. OF FLORIDA EFFECTIVE JANUARY 15, 2024, FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT' BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHT OF FIRST REFUSAL; PUBLIC NOTICES AND EDUCATION SERVICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; COLLECTIONS AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL, ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER, STORMS AND FORCE MAJUERE EVENTS; NONDISCRIMINTATION PROVISION; RATES, CHANGES, BILLING AND AUDITS; MISCELLANEOUS PROVISIONS; PUBLIC RECORDS LAW AND OBLIGATIONS; REPEAL OF SECTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety, and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City granted a solid waste franchise to Advanced Disposal Services Stateline, LLC, beginning January 15, 2019, and assigned the franchise to Waste Management Inc. of Florida January 4, 2022; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 22-08, and the evaluation committee recommended Waste Management Inc of Florida; and

WHEREAS, the City Commission authorized negotiations with Waste Management Inc. of Florida for a franchise agreement via Resolution 2022-219; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2018-10 as of January 14, 2024, and to grant a new solid waste franchise for 5 years beginning January 15, 2024; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

"Anniversary Date" means the date that is one year after the Effective Date of this Franchise Ordinance.

"Authorized Hours for Collection" means the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City's limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection are between 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

"Beach Accesses" means accesses located along the 6 miles of beach located within the City limits. Accesses contain approximately 50 garbage carts that are serviced one (1) to seven (7) days per week depending upon the season. This service will be provided by the Grantee for a separate rate listed in Section 30.

"Bulk Waste" means large, discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, e-waste, and other household type appliances, abandoned and improperly placed dumps of the same. Loose construction or demolition debris is considered commercial. The Grantee has the right to charge for extra bulk waste pickup which is greater than 3 cubic yards.

"Cart" means:

1) A sixty-five gallon or ninety-five gallon container on wheels with attached lids, serviced by collection vehicles with a side-arm (or tipper) that mechanically collects and empties the container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations;
2) All carts must have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body. All carts with the City logo(s) with City name will automatically become the property of the City, at no additional cost to the City, on termination of the Grantee contract and the Grantee inventory will be transported to the City location identified by the City at no additional cost to the City.
3) Selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee.
4) The cost of purchasing providing, maintaining, and replacing of all carts to customer account locations is the responsibility of the Grantee at no additional cost to the City and will be - part of the collection and disposal costs in the Grantee unit price rates

"Change in Law" means:

1) The adoption, or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or

2) The imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (1) or (2) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in tax law or workers compensation law will not be considered a change in law pursuant to this definition.

"City" means the City of Fernandina Beach, Nassau County, Florida, a municipal corporation, its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as Grantor or Franchisor.

"Commercial" or "Commercial establishment" means any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize commercial container units such as Grantee provided dumpsters or customer provided containers that are mechanically emptied by other means than cart collection vehicles. These consist of, but are not limited to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

"Commercial collection and disposal services" means garbage and trash collection and disposal service for commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by means other than cart collection vehicles. The Grantee must

provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option) and bulk waste.

Commercial establishments in this service category may use, but are not limited to, any of the following for the accumulation of garbage/trash:

1) Carts as defined as above.
2) Dumpster containers, provided by the Grantee, *at no additional cost to the City or account holder*, in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.
3) Roll-off containers, provided by the Grantee, *at no additional cost to the City or account holder*, to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.
4) Commercial cardboard containers in the downtown district provided by the Grantee, *at no additional cost to the City or account holder*. Currently, there are approximately four (4) 8-yard cardboard recycle dumpsters for this purpose.
5) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City.
6) Grantee-provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.

"Commercial trash" means any and all accumulations of such combustibles as paper, rags, wood, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial trash includes all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulk items or piles greater than 3 cubic yards.

"Company" refers to Waste Management Inc. of Florida, ("Waste Management") which may also be referred to as the Grantee or Franchisee.

"Construction and Demolition Debris" means discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including

such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

“Commission” means the City Commission of the City of Fernandina Beach, Florida.

“Curbside Collection Point” means that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this may mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee will provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

“Designated Recovery Facility” means the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" means any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

“Downtown” means the Fernandina Beach Historic Downtown area between South 8th and Front St. and Alachua St. and Ash St. Downtown area has approximately 55 ornamental cans that must be emptied daily up to seven (7) times per week, excluding select holidays, subject to City review.

“Franchise” means this Franchise Agreement.

“Effective Date” means January 15, 2024.

“Excluded waste” means any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works construction projects whether performed by a governmental unit or by contract; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

“Franchise Fee” means the fees set forth in Section 5 of the Franchise.

"Garbage" includes and means all accumulation of animal, fruit or vegetable and any other matter, of any nature whatsoever which is subject to decay, which may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recycling; and abandoned and improperly placed dumps of the same.

"Grantee" means Waste Management Inc. of Florida, (“Waste Management”) or “Franchisee” who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor” means the City of Fernandina Beach, Florida or “Franchisor”.

"Gross Revenue” means and includes any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous waste" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.

“Household trash” means any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage.

“Net revenue” means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" means a plastic bag no larger than a thirty-five-gallon garbage can of sufficient strength to hold contents securely tied at top, not to exceed fifty pounds when full.

“Receptacle” is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

“Recycling” refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

“Recycling carts” means the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

“Recycling Collection Service” refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and multifamily dwelling collection accounts, and commercial collection accounts (optional participation) in the recycling service area.

“Recyclable Materials” mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-

automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Section 20: Recycling Program contains a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling service area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

“Residential collection & disposal service”, also known as Residential Cart Pickup Service, means garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection service. The Grantee will provide the following collection and disposal services to each customer location: garbage/trash, recycling, and bulk waste.

“Roll-out, Roll-back” service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for roll-out, roll-back service by providing to the Utility Billing Department a physician’s note, detailing the duration of the disability. Upon the City’s approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee will collect, within the City-approved time period, the elderly/disability resident’s refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

“Solid Waste or Refuse” includes and means all garbage, dead animals, bulk waste, household trash, construction and demolition debris, commercial trash, and abandoned and improperly placed dumps of the same.

"Special material" means bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, “do it yourself” building materials, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at no additional charge. This service will be limited to materials that can safely be collected by the use of a rear-load vehicle with a helper. Discarded major appliances will be collected by Grantee at a charge specified in Section 30. All fees received by the Grantee for the collection of special materials are subject to the City’s Franchise Fee.

“Surety” means the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

“Yard Waste” means every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other

refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/ abandoned dumps of the same.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #22-08, including all addendums thereto of the City of Fernandina Beach, is herein incorporated by reference, as is the response to the Request for Proposals #22-08 and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise will be for a period of five years through January 14, 2029, unless sooner terminated by reason of breach of the terms hereof by the Grantee, which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party must give written notice to the other of its willingness to renew said agreement. Such notice must be given no later than six months before January 14, 2029. Either party will have sixty days to respond to the request of the other party, indicating their agreement or rejection with the proposed renewal. No response will be deemed to be a rejection of the request to renew. The Grantee may unilaterally extend this Franchise Agreement for one (1) renewal period of 120 days.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage and Recycling

a. Residential Service: 10% of the rate established in Section 30
b. Commercial Service: 10% of the rate established in Section 30
c. Special/Roll off Services: 10% of the rate established in Section 30

2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee is not required to collect Hazardous Waste, dead animals, yard waste, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. This Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

C. The Franchise Fee for residential services will be assessed and collected by the Grantor and will be added to the Rates as set forth herein. The Franchise Fee for commercial and special/roll off services will be assessed and collected by the Grantee and will be added to the Rates as set forth herein. The Grantee will pay Franchise Fee on amounts billed from commercial and special/roll off services customers.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee may not be assigned by Grantee except with the express approval of the Grantor, which approval may not be unreasonably withheld, and which must be reflected by a resolution of Grantor. In the event of such an assignment, Grantee will cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby, and which acceptance must include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee must guarantee the performance of its assignee and such assignment will always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee constitutes an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee constitutes an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance is grounds for a forfeiture of this Franchise, but no such forfeiture

may take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default and Grantee has been given a reasonable opportunity to cure such default. Following receipt of the notice of default, Grantee will have thirty days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct identified material defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within twenty days of receipt of Grantor's notice for identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue will first be submitted to non-binding mediation, and then, if till not resolved, it may be addressed by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Garbage and Trash Collection Services, Series ID, CUUR0000SEHG02. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of September and any change will be implemented and effective with January billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year and a minimum of 0%.

In October of each subsequent year during the term of the Franchise, the Grantor will notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting with bills issued after December 31 of that year.

B. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and must contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

C. Grantee may petition the Grantor to increase the rates based upon unanticipated and unusual increases in the cost of doing business due to reasons outside the reasonable control of Grantee. A request for an increase may be made at any time such change occurs and must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor

will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided, however, that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee will partner with the City in developing and implementing public education and community outreach programs. The public education program should emphasize recycling and waste reduction. The Grantee will coordinate with the City in the messaging, publication, and dissemination of such information. The City retains final approval of all program materials. The Grantee must have a social media presence with a texting platform that can be offered to customers in an expedient manner. The Grantee is responsible for all expenses associated with the notices and education services and social media required herein and provide the same at no additional cost to the City.

B. The FRANCHISEE further agrees to conduct presentations for civic groups, Homeowners' Associations and other appropriate citizens' groups as deemed appropriate. The FRANCHISEE will provide the notices and educational services to help inform the public about the CITY's solid waste management system. The FRANCHISEE will be responsible for all expenses associated with the notices and educational services required herein.

C. Notices:

1. Notice for Commencement of Services: At least a sixty-calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice must be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The notices are to be mailed through the United States Postal Service, hand-delivered via door hangers and posted to social media. At a minimum, the notice to Residential and Small Commercial Customers must:

a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
c. The City will retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee will design and print upon the City's approval and mail or deliver appropriate informational materials for each new customer. At a minimum, the notice must include the same information that is contained in the annual notice to customers. The Grantee will use the social media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee must deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers must receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, is final. This Grantee will use the social media format for delivering this information immediately to the customer.

5. Notices for Holidays: The Grantee must provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the social media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent negligently caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantee is not responsible for damage to roads or pavement resulting from the weight of trucks or equipment, which weight (within legal limits) the Grantee cannot control. The Grantor must notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits. The Grantor will have at least fourteen (14) days (after receiving notice) to resolve any damage.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee must conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE*. Grantee must carry commercial general liability insurance in the amount of not less than $3,000,000.00 for each occurrence combined single limit and $5,000,000.00 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of $3,000,000.00, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry umbrella excess liability coverage with a limit of no less than of $1,000,000. A certificate showing that the Grantee has in full force and effect the aforesaid insurance must be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance must be in such form and written by such companies whose A.M. Best rating is not less than A VII. All policies require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee must provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required

hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE*. Grantee must carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION*. The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties") , 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 any negligence, recklessness, or intentionally wrongful conduct of the Grantee, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Grantee in the performance of this Agreement; provided however, Grantee will have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder will include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City will reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder will include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee will reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this

provision will survive for a period of three years after termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee must furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount equal to the annual contract amount. Said bond must be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise will not affect the right of the Grantor to enforce same; nor will waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, will have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise is governed by the laws of the State of Florida, and if any controversy arises between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida, court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee will continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor will continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida, in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee must continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure is not due

to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee): Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee is required to provide curbside recycling to all residential customers.

B. Grantee must collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee must perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials will be curbside, or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee will pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, will distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts will be replaced by the Grantee as required. The Grantee must maintain an adequate supply of carts at all times.

E. The Grantee will collect all recyclable materials set out for the purpose of recycling from all single-family residences. The collection of recyclables will be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee will provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee must be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee will make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee will handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee must be picked up immediately. Recycling carts must be thoroughly emptied.

H. Grantee will collect recyclable materials within the service area one time per week. The day of collection will be the same day as the regular collection day for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee is responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above

or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee must furnish an annual report to the City containing the requested information. Reports should be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

D. *Acceptable and Non-Acceptable recycle items*. Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)

(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft

(4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)

(5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)

(6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)

(7) Newspapers (Inserts & Catalogs)

(8) Brown Paper Bags

(9) Office Paper (Copy & Print Paper, File Folders)

(10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

(1) Plastic Film (No Grocery Bags, Tarps, etc.)

(2) Food (No Wet or Dry Food Waste)

(3) Scrap Metal (No metal except household size containers)

(4) Wood (No Yard Waste, Construction Material, etc.)

(5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)

(6) Electronics (No Batteries, Computers, Phones, etc.)

(7) Chemicals (No Paint, Oil, Aerosols, etc.)

(8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. *Residential*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage one time per week; bulk waste will be collected one time per week on days agreed upon by the Grantee and Grantor. Pickups may not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, must notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage will be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to rescheduling as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Only the content contained in the cart will be collected. Nothing placed outside the cart will be collected except for bulk waste as provided for in this agreement.

4. Collections. All collections will normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts must be handled carefully by the Grantee and thoroughly emptied and left where they were found at the curbside. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee. Grantee will provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park.

5. Special services: Services such as back door collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups will be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services will not be unreasonable or excessive. Household garbage services will be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short-Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Hazardous materials: Grantee will not be required to collect hazardous materials, including without limitation Hazardous Waste.

8. Location of Residential Waste for collection: Persons in occupancy of each residence must place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door, or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

9. Customer restrictions: Grantee will not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

B. *Commercial*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday will be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection will be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a Grantee provided waste receptacle.

4. Collections: All collections will normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles must be handled carefully by the Grantee and thoroughly emptied and left where they were found. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein will be considered requests for special pickup services. Charges for special services will not be unreasonable or excessive and are subject to the City's Franchise Fee.

6. Garbage and rubbish: Garbage and rubbish must be placed for collection within a commercial container.

7. Hazardous and biohazardous materials: Grantee will not be required to collect hazardous or biohazardous materials or Hazardous Waste.

8. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise must keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

9. Customer restrictions: Grantee will not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

10. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor must be clearly marked, specifying the manner in which the container falls to meet the requirements. Such marked, nonconforming containers will be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee will be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee will provide these services at an approved rate.

SECTION 22. OFFICE HOURS.

The Grantee's office must remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there must an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee must maintain a local calling area phone number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee must always have on hand sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment must be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment must be kept clean, sanitary; neat in appearance, in good repair at all times, and be equipped with back-up warning lights and alarm. The Grantee must always have available reserve equipment which can be put into service and operation within two hours of any breakdown. Such reserve equipment must substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste must be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee must periodically provide the Grantor with schedules of residential collection routes and always keep such information current. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee must notify each customer affected by either direct mail or door hangers which the Grantor must approve for such purpose. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee will assign a qualified person to be in charge of operations under this Franchise and give the name, direct contact information, and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle must at all times carry a valid CDL driver's license for the type of vehicle being driven, and it is the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent, or discourteous in the performance of his or her duties. Grantee must provide operating and safety training for all personnel. Wages of all employees of Grantee must be equal to or exceed the minimum hourly wages for such employees established by local, state, or federal law. Grantee must supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee may not litter on any premise in the process of making collections but will not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids must be contained, held, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the Grantee, the Grantee must promptly clean up the litter.

SECTION 28. STORMS, & FORCE MAJEURE EVENTS.

A. The performance of any act by the Grantor or Grantee hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, pandemic, war, rebellion, terrorism, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, in the event Grantee is delayed or suspended in its performance for more than forty-eight hours due to a condition of force majeure, the Grantor has the right to provide substitute service from third-party contractors or Grantee's forces and in such event the City will withhold payment due Grantee for such period of time (beyond 48 hours) in which service is not provided by the Grantee. If the condition of force majeure exceeds a period of thirty (30) days, the Grantor, after providing Grantee notice and a reasonable opportunity to cure, may at its option and discretion, cancel or renegotiate this Agreement.

B. In the case of a storm or disruption caused by other force majeure event (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee must inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee will provide notice to residential premises and commercial establishments in the service area.

C. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee must, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee will be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

D. The Grantee will have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee must have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to affect a timely clean-up. Such agreement must contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement must be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee will meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a natural disaster or a severe domestic disturbance, the City will have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a natural disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on fire basis of race, color, religion, sex, age, handicap, disability, military or veteran status, national origin, familial status, marital status, sexual orientation, gender identity, or gender expression. Said nondiscrimination policy applies to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee will not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. *Rates:*

1. For the residential collection of garbage, recycling, and bulk waste/mixed piles, the fee paid to the Grantee by the Grantor shall be $25.17 per month for one time per week service at the

Effective Date and will remain until the next CPI rate adjustment provision specified in Section 9 is applied in 2025. A breakdown of the initial residential garbage, recycling, and bulk waste/mixed piles collection fees as of January 15, 2024, are shown below:

Residential Rates	Fee Charged by City	Rate Paid to Waste Management
Garbage – once a week	$14.09	$12.81
Recycling – once a week	$9.84	$8.95
*Garbage - additional Cart	$10.57	$9.61
Bulk Waste/Mixed Piles – once a week	$3.75	$3.41
TOTAL	$27.68	$25.17

* Total combined monthly Residential Rate for residents who receive an additional garbage cart is $34.78 paid to WM and $38.26 charged to the resident by the City.

- no personal carts/containers may be used

2. For garbage collection during the initial term of this Franchise, the monthly rate for commercial establishments fees as of January 15, 2024, is shown below and will remain until the next CPI rate adjustment:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95-gallon carts (max 10)	$23.53	$47.06	$70.59	$94.12	$117.65	$141.18	$164.71
2-yard container	$71.27	$142.55	$213.82	$285.09	$356.37	$427.64	$498.90
4-yard container	$142.55	$285.09	$427.64	$570.19	$712.74	$855.28	$997.81
6-yard container	$213.82	$427.64	$641.46	$855.28	$1,069.10	$1,282.92	$1,496.71
8-yard container	$285.09	$570.19	$855.28	$1,140.38	$1,425.47	$1,710.56	$1,995.61
4-yard Vertipac Compactor*	$570.20	$1,140.36	$1,710.56	$2,280.76	$2,850.96	$3,421.12	$3,991.24

- Vertipac Compactors are also subject to a $550/month rental per unit.

- prices listed do not include 10% franchise fee provided for in Section 5
- no personal carts/containers may be used

3. The rates for other services as of January 15, 2024, are shown below and will remain until the next CPI rate adjustment:

Other Services	
10-yard roll-off price per haul	$272.70
20-yard roll-off price per haul	$272.79
30-yard roll-off price per haul	$272.79
Garbage compactor price per haul	$294.89
Special Clean-up of right-of-way	$150/hour
White Goods (on call service)	$23.35/per item
Special Cleanup (rear loader, driver & helper)	$150/hour
Special Cleanup (grapple truck, operator) Beach Access Collection Service	$150/hour $4.30/per container

*Prices listed do not include 10% franchise fee provided for in Section 5

4. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups. Grantee will provide daily solid waste pickup in the Downtown Area, which has approximately 55 ornamental cans that must be emptied seven (7) times week (excluding holidays) at no additional cost to the Grantor.

C. *Billing for Services*

1. Residential and Special Services.

a. The Grantor will bill for residential collection services. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the residential units, not less than monthly. Therefore, the Grantee will receive payment monthly, based on up-to-date active monthly Residential Units.

b. Requests for opening new residential accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee is required to provide a new garbage cart and

recycle cart (if requested) and begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart, the Grantee must provide written notice to the new customer of the pick-up days for all service.

c. In consideration for the Grantor handling the customer billing for Residential Units, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

D. Billing for Commercial and Special Service

1. **Billing**. The Grantee will be solely responsible for billing Commercial Customers and collecting all rates, fees, and other charges from its Customers for the Commercial Collection Services the Grantee provides under this agreement. The Grantee also will be responsible for the payment of all Tipping Fees associated with the disposal of the Solid Waste and other material collected by the Grantee when providing its Commercial Collection Services. The Grantee may bill its Commercial Customers in advance for the Commercial Collection Services the Grantee will provide during the next Operating Month.

2. **Rates – General**. The Rates in Exhibit Section 30 are the maximum amounts to be charged for the Collection Services provided by the Grantee pursuant to this Agreement. The Rates must be applied uniformly to all Customers receiving Collection Services from the Grantee within the City after the Commencement Date. The Grantee must utilize the Rates in Exhibit Section 30 and no others, when billing its Customers or the City. These rates are subject to an annual adjustment as set forth in this Agreement in Section 9. An account will be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. The Grantee may stop service for a delinquent account and may charge a re-start fee of one hundred twenty-five dollars ($125.00) to resume service. The Grantor will not be held liable for Grantee's failure to bill or collect for Commercial Collection Service. The Grantee will always be liable to the Grantor for any Franchise Fee or Administrative Fee that should be collected and remitted to the City monthly. Extra pickups will be charged at $16.00/yard with a $135.00 minimum charge. Customer invoice will also have a line-item billing charge of $8.50. Customer invoice will also contain a line-item for the Franchise Fee that will be remitted to the City. Please refer to the below section E. C.L.E.A.N. Program for additional charges that may be applied to commercial customers.

3. **Payments for Special Collection Services.** The Rates for Special Collection Service will be paid in addition to the Rates for the routine Collection Service received by the Customer. The Grantee is solely responsible for billing its Customers and collecting the applicable Rates for any Special Collection Services the Grantee provides pursuant to this Agreement. In cases where there are no established Rates in this Agreement for the requested Special Collection Service, the Grantee and the Customer will negotiate a mutually acceptable Rate for the Grantees services. The Grantee will not be entitled to

any compensation for a Special Collection Service unless the Customer agreed to pay the applicable Rate before the Grantee provided its service.

4. **Payments for Shared Mechanical Containers.** The Grantee may prorate its charges to accommodate Customers that share a Mechanical Container; however, the charges collectively will not be more than the amounts set forth in the approved Rates, unless the City Contract Administrator approves the Grantee's charges in advance, based on special circumstances. Similarly, the City Contract Administrator may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the public also is using the Mechanical Containers in the shopping center.

5. **C.L.E.A.N. Program.** C.L.E.A.N. Program is a proactive program that takes action against overflowing containers in the commercial areas of the city to promote health, safety, and cleanliness in the city. The program is a proven approach to keeping communities clean, reducing litter, and illegal dumping with the goal of having all customers on the correct level of service. The program will have a zero cost to the City with the following provisions:
    a) Thirty (30) days prior to the commencement of the CLEAN program in the City, Grantee will notify each of its Customers that receive or will receive their garbage service by Commercial Container of the implementation of the CLEAN program. For purposes of this section, all notices shall be provided to the address of record provided to the Grantee.
    b) Overfilling Commercial Containers present safety and health risks to the residents and businesses of the city. In the event Grantee determines a Customer's Container is overfilled with waste during a collection event, Grantee will take a digital photograph of the overfilled container in such a manner to present evidence of such Overfilling. For purposes of this section, overfilling is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.
    c) Grantee will provide to the Customer, notice of such Overfilling on the Customers next invoice for each event of Overfilling. Grantee may charge the customer the amount of two hundred dollars ($200) per event; however, overfilling charges may not exceed eight hundred dollars ($800) per month, per Customer. Grantee will take reasonable steps to seek to increase the Customer's level of service by providing a larger container for the Customer and/or by increasing the frequency of service. If the Customer refuses the attempt to correct the Overflowing issue, Grantee will forward information to City code enforcement. Upon collection of the Overfilling charge from a customer, Grantee will remit twenty dollars ($20) to the City as the Franchise Fee.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee will have one business day (see also Section 8 above) to collect any Residential Solid Waste that was not collected at the regularly scheduled pick up time and have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee will supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record must be available for inspection by Grantor during the business hours specified herein. The complaint record/form will indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it must be remedied the next working day. The Grantee must establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the Grantor, will decide all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the Grantee; and the Grantor will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination will be final, conclusive and binding upon both the Grantor and the Grantee so long as such determination is not unreasonable or arbitrary. The Grantor must make such explanation as may be necessary to complete, explain or make definite the provisions of this Franchise; and its findings and conclusions will be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee (within thirty (30) days of the event giving rise to the administrative charge), administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area:
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or
5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection includes the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges will be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee is required to keep accurate records of complaints received, and must forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1.	Failure to clean up spilled refuse per incident	$50 per incident
2.	Failure to collect solid waste per location or special collection solid waste at any premises at or within the service area	$50 per incident
3.	Failure to complete each route on the regular scheduled pickup date	$1,000 per route not completed
4.	Failure to keep equipment in clean, safe and sanitary manner	$100 per vehicle per day
5.	Failure to have vehicle operator properly licensed	$100 per day per incident
6.	Failure to maintain office hours as set forth in Section 22	$100 per incident
7.	Failure to replace or repair any damage caused by Grantee or his personnel	$25 per incident

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee must be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein will be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Larry Becker

Waste Management Inc. of Florida
450496 State Road 200
Callahan, FL 32011

SECTION 33. PUBLIC RECORDS LAW AND OBLIGATIONS.

Pursuant to Section 119.0701, Florida Statutes, Grantee must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

SECTION 34. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 35. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise will not be affected.

SECTION 36. EFFECTIVE DATE.

This ordinance will take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this ____th day of _____, 2023, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

Date of First Reading: April 18th, 2023

Date of Advertisement:

Date of Second Reading and Public Hearing:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the ___th day of _____, 2023.

CITY OF FERNANDINA BEACH

_____ _____

Mark K. Foxworth, Interim City Manager Bradley M. Bean, Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

_____ _____

Caroline Best, City Clerk Tammi E. Bach, City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

_____

Waste Management Representative

_____

WITNESS

ORDINANCE 2018-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, ("ADVANCED DISPOSAL") A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the

public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 17-06, and the evaluation committee recommended Advanced Disposal; and

WHEREAS, the City Commission authorized negotiations with Advanced Disposal for a franchise agreement via Resolution 2018-06; and

WHEREAS, the current contract expires June 30, 2018, and it is in the best interests of the City and Advanced Disposal to extend the current franchise to January 14, 2019, to allow Advanced Disposal to procure the additional equipment to meet the requirements of the new contract and franchise; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2012-12 as of January 14, 2019, and to grant a new solid waste franchise for 5 years beginning January 15, 2019; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

"Anniversary Date" shall mean the date that is one year after the Effective Date of this Franchise Ordinance.

"Authorized Hours for Collection" shall mean the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City's city limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection is 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

"Bulky Waste" shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, e-waste, and other household type appliances, abandoned and improperly placed dumps of the same. The Grantee shall have the right to charge for extra bulky waste pickup (items greater than 3 cubic yards)

"Cart" shall mean: (i) a ninety-five gallon container on wheels with attached lids, serviced by rear load collection vehicles with a hydraulic tipper that mechanically assists the helper to empty the container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations; (ii) a 65-gallon container on wheels with attached lids serviced by collection vehicles with a hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, provided by the Grantee for recyclables collection or service at residential and small commercial account locations; (iii) all carts shall have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body; (iv) cart type/specifications shall be state of the art in the industry in durability and wall thickness, practicality, customer safety and ease of use, wash-ability, mobility, stability to wind load, resistant to opening and toppling by animals, resistant to rain leakage when closed, having lid handles; (v) selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee; (vi) the cost of purchasing providing, maintaining, and replacing of all carts to customer account locations shall be the responsibility of the Grantee at no additional cost to the City and shall be a part of the collection and disposal costs in the Grantee unit price rates; (vii) all carts with the City logo(s) with City name shall automatically become the property of the City, at no additional cost to the City, on termination of the franchise contract and the Grantee inventory shall be transported to the City location identified by the City at no additional cost to the City; (viii) Grantee shall collect garbage/trash and recycling materials from carts using collection vehicles having hydraulic side-arm (or tipper) that mechanically collects and empties carts.

"Change in Law" means (i) the adoption, ~~promulgation,~~ or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in ~~federal, State, county or other~~ tax law or workers compensation law shall not be considered a change in law pursuant to this definition. ~~However, in the event that a federal, state or local entity imposes a substantial fee, charge or tax after the date of this Franchise that applies to Grantee's operations, such fee, charge or tax may be treated as a Change in Law.~~

"CITY" shall mean the City of Fernandina Beach, Nassau County, Florida, a municipal corporation and its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as GRANTOR or FRANCHISOR.

"Commercial" or "Commercial Establishment" shall mean any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize Commercial container units such Grantee provided dumpsters or customer provided Containers that are mechanically emptied by other than cart collection vehicles. These consist of, but are not limited

to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

"Commercial Collection and Disposal Services" shall mean garbage and trash collection and disposal service for Commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than cart collection vehicles. The Grantee shall provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option), bulky waste and yard waste. Commercial establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash: (i) refuse containers as defined in this contract and as modified in the future; (ii) containers emptied by mechanical means; (iii) dumpster containers, provided by the Grantee, at the Grantee's expense (and at no additional cost to the City or account holder) in two, four, six, eight cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots) Provision, collection, disposal, and servicing are provided in the price per pull; (iv) roll—off containers, provided by the Grantee, at the Grantee's expense (and at no additional cost to the City or account holder), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are proved in the price per pull; (v) Commercial cardboard containers for business provided by the Grantee, at the Grantee's expense (and at no additional cost to the City or account holder) and placed in various locations around the City. Currently, there are twenty-six yard cardboard recycle dumpsters throughout the City; (vi) Grantee provided containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for customers provided at the same price as the permanent-use roll-off service. Provision, collection, disposal, and servicing are provided in the price per pull; (vii) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City; (viii) Grantee provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull; (ix)Work shall be done in a sanitary manner. The Grantee's employees shall immediately pick up any garbage or trash spilled or on the ground in the area.

"Commercial Trash" shall mean any and all accumulations of such combustibles as paper, rags, wood, yard trimmings, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial Trash shall include all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulky items or piles greater than 3 cubic yards.

"Company" shall refer to Advanced Disposal Services Stateline, LLC, ("Advanced Disposal") and may also be referred to as the GRANTEE or FRANCHISEE.

"Construction and Demolition Debris" shall mean discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

"Commission" shall mean the City Commission of the City of Fernandina Beach, Florida.

"Curbside Collection Point" shall be that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this shall mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee shall provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

"Designated Recovery Facility" shall mean the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

"Franchise" shall mean this Franchise Agreement "Effective Date" shall mean January 15, 2019.

"Excluded Waste" shall mean any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works type construction projects whether performed by a governmental unit or by contract; contractor generated large amounts of vegetation debris which is more than the customer could reasonably do independently; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

"Franchise Fee" shall mean the fees set forth in Section 5 of the Franchise.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains

or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter that is likely to attract flies or rodents.

"Grantee" shall mean Advanced Disposal Services Stateline, LLC, ("Advanced Disposal") or "Franchisee" who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Fernandina Beach, Florida or "Franchisor".

"Gross Revenue" shall mean and include any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous Waste" shall mean waste, in any amount, which is deemed, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons or Freon.

"Household Trash" shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household Trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects (less than three cubic yards) as approved by City representatives but does not include vegetative matter; and abandoned and improperly placed dumps of the same. Multifamily Dwelling shall mean any building(s) containing more than two permanent living units such as but not limited to condominiums, townhouse complexes and apartment buildings, which utilize Multifamily Dwelling Container Units such as Grantee -provided dumpsters or garbage carts. Within the duration of this contract the City may modify this definition enabling a change of service type to better service the customer and the aesthetic quality of the property. The type, size and number of containers will be determined by the City Manager and/or his designated representative.

"Net Revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty pounds when full. Receptacle is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling Carts" shall mean the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and

Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" shall mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Please refer to Section 20: Recycling Program for a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling Service Area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential Collection & Disposal Service", also known as Residential Cart Pickup Service, shall mean garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection service. The Grantee shall provide the following collection and disposal services to each customer location - garbage/trash, recycling, bulky waste and yard waste. Grantee shall service the garbage/trash cart(s) with rear load vehicles with hydraulic tippers to assist the helper to empty the carts whereas recycling carts with will be collected by vehicles with hydraulic side-arm (or tipper) that mechanically empties carts.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee shall collect, within the City approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" shall include and mean all garbage, dead animals, vegetative garden and yard waste, bulky waste, household trash, construction and demolition debris, commercial trash, abandoned and improperly placed dumps of the same, sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from the waste treatment works,

water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself" building materials, tree limbs, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at no additional charge. This service will be limited to materials that can safely be collected by the use of a mechanical "clamshell" hoist collection vehicle. Discarded major appliances will be collected by Grantee at a charge specified in Section 30. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" shall mean the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"Yard Waste" shall mean every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/ abandoned dumps of the same, including (i) loose piles of garden and yard trash which shall be collected with pitch forks, brooms and other tools as needed. If the grass clippings, leaves and pine needles are not containerized, the City may require the Grantee to pick this up and leave a door hanger or flier for residents on the proper procedures for the containment of yard waste; (ii)but not including dirt, soil or sod removed in the renovation or rebuilding of lawns and turfs, not including tree limbs, shrubbery cuttings and the like which exceed six inches in diameter and/or six feet in length and not including contractor-generated accumulations of the same [except where amounts are generally no larger than what the resident(s) could have reasonably generated on their own; City retains sole discretion on this determination. Approximately three cubic yards per residence; (iii) a special pickup may be requested by the customer, and a reasonable service charge may be levied by the Grantee, subject to notification and agreement, of the customer and the City; (iv) landscape maintenance contractors and tree removal contractors are to transport and dispose of generated yard waste from customer locations, and such is considered excluded waste unless the City determines on a case-by-case basis that such shall be collected by the Grantee.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential and commercial trash, garbage and other

refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #17-06, including all addendums thereto of the City of Fernandina Beach is herein incorporated by reference, as is the response to the Request for Proposals #17-06 Qualifications and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise shall extend the existing Franchise for a period of five years through January 15, 2024, unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party shall give written notice to the other of its willingness to renew said agreement. Such notice shall be given no sooner than nine months and no later than six months before January 15, 2024. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery. Either party shall have thirty days to respond to the request of the other party, indicating their agreement or disagreement with the proposed renewal.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage, Recycling, Yard Debris
    a. Residential Service: 10% of the rate established in Section 30
    b. Commercial Service: 10% of the rate established in Section 30
    c. Special/Roll off Services: 10% of the rate established in Section 30
2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee shall not be required to collect Hazardous Waste, dead animals, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Branches should be no larger than 4 inches in diameter, no longer than four feet, and not more than three cubic yards in total. This Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

1. It is the Grantor's intent to revise its existing Ordinance to provide for the availability of non-exclusive Franchises for construction and demolition waste removal services. At such time as the Grantor's ordinance is modified, the Grantee will be required to follow the ordinance, and pay the appropriate fees set forth therein.

C. The Franchise Fee will be assessed and collected by the Grantor, and will be added to the Rates as set forth herein.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this Franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default. Following receipt of the notice of default, Grantee shall have one business day to collect any garbage or trash that was not collected at the

regularly scheduled pick up time and shall have ten days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within three business days of receipt of Grantor's notice regarding a missed trash/garbage pickup and within ten days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Water, Sewer and Trash Collection Services. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of April and any change will be implemented and effective with July billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year.

1. In May of each year during the term of the Franchise, the Grantor shall notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting will bills issued after June 30 of that year.

2. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor shall make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor shall not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

B. In the event Grantee shall at any time during the term of this Franchise desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty days after giving of such notice shall have the option to purchase the disposal service from

Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this Franchise.

C. The Grantor also reserves the right to purchase the disposal service at such time as the Grantee is found to be in material default or demonstrates prolonged substandard service. The Grantor also reserves the right to purchase the disposal service at the conclusion of any term of this Franchise. If the Grantor gives notice of its desire to purchase the disposal service, the purchase price shall be based upon an appraisal of all the assets to be sold. The appraiser performing the appraisal shall be mutually agreeable to both parties. The Grantor and Grantee may also agree in writing on another method for determining the purchase price.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee shall partner with the City in developing and implementing public education and community outreach programs. The public education program shall emphasize recycling and waste reduction. The Grantee shall coordinate with the City in the messaging, publication, and dissemination of such information. The City shall retain final approval of all program materials. The Grantee shall have a Social Media Presence with a texting platform to provide news to customers in an expedient manner. The Grantee shall be responsible for all expenses associated with the notices and education services and Social Media required herein and provide the same at no additional cost to the City.

B. Notices:

1. Notice for Commencement of Services: At least a sixty calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice shall be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The second or third notice should include a refrigerator magnet with the weekly/two times per week pickup schedule for each customer. The notices are to be hand-delivered via door hangers and posted to Social Media. At a minimum, the notice to Residential and Small Commercial Customers shall:

a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
c. The City shall retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee shall design and print upon the City's approval and mail or deliver appropriate informational materials for each New Customer. At a

minimum, the notice shall include the same information that is contained in the annual notice to customers. The Grantee will use the Social Media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee shall deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers shall receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, shall be final. This Grantee will use the Social Media format for delivering this information immediately to the customer.

5. Notices for Holidays: The Grantee shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the Social Media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor shall notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE.* Grantee shall carry commercial general liability insurance in the amount of ~~$1,000,000~~ $5,000,000 for each occurrence combined single limit and ~~$2,000,000~~ $10,000,000 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of $5,000,000, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry commercial excess liability coverage in the amount of $5,000,000, combined single limit and $10,000,000 general aggregate. A certificate showing that the Grantee has in full force and effect the aforesaid insurance shall be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance shall be in such form and written by such companies whose A.M. Best rating is not less than A+ VII. All such policies shall require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee shall provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required

hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE.* Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION.* The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties") , 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 any negligent act or omission in violation of this Agreement of Grantee, its officers, employees, agents, and representatives; provided however, Grantee shall have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City shall reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder shall include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee shall reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall

not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount of $500,000. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise shall be governed by the laws of the State of Florida, and if any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor shall continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee shall continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure

is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide curbside recycling to all residential customers.

B. Grantee shall collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, shall distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times.

E. The Grantee shall collect all recyclable materials set out for the purpose of recycling from all single family residences. The collection of recyclables shall be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee shall provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee shall be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee shall make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied.

H. Grantee shall collect recyclable materials within the service area one time per week. The day of collection shall be the same day as one of the regular collection days for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee shall furnish an annual report to the City containing the requested information. Reports shall be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee shall account for all revenues generated through recycling and report all such revenues to the City along with copies of the receipts from the purchaser of the recyclable materials. The Grantee shall remit monthly to the Grantor 50% of the net revenues from the sale of recycled materials. All documentation relating to the collection and payment for recyclable materials shall be subject to audit by the Grantor. Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

D. On the Effective Date (July 1, 2018), the Grantee shall provide, at its own expense, the following:

(1) Sixty-five gallon recycle carts to all residents imprinted with the City seal and name;

(2) An in-mold label on the top of the cart which details a list of the acceptable and non-acceptable items that may be recycled and the contact information for concerns or complaints; and

(3) Notice in of the change to the recycling program along with a list of acceptable and non-acceptable items.

E. *Acceptable and Non-Acceptable recycle items.* Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)
(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft

(4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)

(5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)

(6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)

(7) Newspapers (Inserts & Catalogs)

(8) Brown Paper Bags

(9) Office Paper (Copy & Print Paper, File Folders)

(10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

Household Sized Containers= Must be empty and dry (1 gallon or 1 Liter max)

(1) Plastic Film (No Grocery Bags, Tarps, etc.)

(2) Food (No Wet or Dry Food Waste)

(3) Scrap Metal (No metal except household size containers)

(4) Wood (No Yard Waste, Construction Material, etc.)

(5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)

(6) Electronics (No Batteries, Computers, Phones, etc.)

(7) Chemicals (No Paint, Oil, Aerosols, etc.)

(8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. *Residential*

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage two times per week; the collection of horticultural trash shall be one time per week; bulky waste shall be one time per week; on days agreed upon by the Grantee and Grantor. Pickups shall not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) During the term of this Franchise the Grantor may elect to change the frequency of residential garbage collection for City residents from two times per week to one time per week. Grantor will provide Grantee with a minimum sixty days prior written notice before Grantee will be made to implement the change. Residents that have a Fletcher Avenue or Ocean Avenue address will remain on a two times per week schedule even if Grantor opts to reduce other

residential service to once per week. Residential rate for those that are changed to one per week pickup shall be reduced. See SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

(b) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage shall be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Grantee shall also be required to pick up all household garbage from the curbside of residential premises when properly bagged or otherwise contained and placed by the garbage cart.

4. Collections. All collections shall normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Grantee shall provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park and the downtown area.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of ninety-six gallons. Smaller carts will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval. Plastic bags of at least thirteen gallons and not more than thirty-five gallons securely tied may also be used as long as those bags do not weigh in excess of fifty pounds per container/bundle.

8. Yard waste: Yard waste generated by residents from improved residential properties will be collected by the Grantee. Residents shall bag, containerize and/or bundle horticulture trash (not to exceed fifty pounds per container or bundle, and with branches not to exceed four feet in length and four inches in diameter.

9. Hazardous materials: Grantee shall not be required to collect hazardous materials, including without limitation Hazardous Waste.

10. Location of Residential Waste for collection: Persons in occupancy of each residential abode shall place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

11. Customer restrictions: Grantee shall not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

12. Grantee shall be required to provide Garbage Carts and Recycle carts at its own expense.

B. *Commercial*

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle.

4. Collections: All collections shall normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's Franchise Fee.

6. Waste receptacles:

(a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.

(b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials or Hazardous Waste.

(c) Carts in the downtown Central Business District must be clearly labeled with the name of the business it is assigned to. Grantee shall provide these labels.

7. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

8. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

9. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container falls to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee shall be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee shall provide these services at their cost.

SECTION 22. OFFICE HOURS.

The Grantee's office shall remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee shall maintain a local calling area phone line, or toll-free number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary; neat in appearance, in good repair at all times, and shall be equipped with back-up warning lights and alarm. The Grantee, shall at all times, have available reserve

equipment, which can be put into service and operation within two hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two occasions, the latter being at least one week prior to the change. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this Franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven, and it shall be the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee shall supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee shall not litter on any premise in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids shall be contained, held or enclosed so that leaking, spilling or blowing is prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 28. STORMS AND OTHER EMERGENCIES.

A. In the case of a storm or disruption caused by other severe emergency (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

B. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee shall, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee shall be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

C. The Grantee shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee shall have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to effect a timely clean-up. Such agreement shall contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement shall be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee shall meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a small disaster or a severe domestic disturbance, the City shall have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a small disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's city limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on fire basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee shall not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. *Rates:*

1. For residential recycling and the collection of garbage, rubbish, and yard waste, and bulk waste/mixed piles the fee paid to Grantor by Grantee shall be $18.95 per month for twice

per week service at the Effective Date and will remain until the CPI rate adjustment provision specified in Section 9 is applied in 2019. A breakdown of the initial residential garbage, recycling, rubbish and yard waste fees is shown below:

Service Component	Fee Charged by City	Rate Paid to ADS
Garbage – twice a week	$8.51	$7.74
Recycling – once a week	$5.67	$5.15
Yard Debris – once a week	$4.41	$4.01
Bulk Waste/Mixed Piles – once a week	$2.26	$2.05
TOTAL	$20.85	$18.95

2. The Grantor shall have the right to change the frequency of residential garbage pickup during the term of this Franchise. Grantor will provide Grantee a minimum of sixty days prior written notice before the change shall be implemented by Grantee. Residential fee paid to Grantee by Grantor shall be reduced by a certain percentage that will be determined at the time of the service level change. At that time, the Grantee will negotiate in good faith with the Grantor on the reduction of the Residential rate/fee paid to Grantee for the one time per week pickup.

3. For garbage, rubbish, yard debris for the initial term of this Franchise, the monthly rate for commercial establishments fees is shown below:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95 gallon carts	$15.02	$30.04	$45.06	$60.08	$75.10	$90.12	$105.14
2 yard container	$45.47	$90.93	$136.40	$181.86	$227.33	$272.79	$318.26
4 yard container	$90.93	$181.86	$272.79	$363.72	$454.65	$545.58	$636.51
6 yard container	$136.40	$272.79	$409.19	$545.58	$681.96	$818.37	$954.77
8 yard container	$181.86	$363.72	$545.58	$727.44	$909.30	$1,019.16	$1,273.02

*Compacted front load service will be priced based on $7.53 per compacted yard

**prices listed do not include 10% franchise fee provided for in Section 5

4. The rates for other services is shown below:

Other Services	
10 yard roll-off price per haul	$247.32
20 yard roll-off price per haul	$247.32
30 yard roll-off price per haul	$247.32
Garbage compactor price per haul	$267.32
Special Clean-up of right-of-way	NO ADDITIONAL CHARGE
White Goods (on call service)	$14.00/per item

*prices listed do not include 10% franchise fee provided for in Section 5

5. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups.

C. *Billing for Services*

1. Residential, Commercial and Special Services.

a. The Grantor shall bill for residential, commercial establishments and special services rendered. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the Residential Units, Commercial Establishments and for Special Services not less than quarterly. Therefore, the Grantee will receive payment on a monthly basis, based on the amounts actually collected by the Grantor, less the Franchise Fee.

b. Requests for opening new residential and commercial accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee shall be required to provide a new garbage cart and recycle cart (if requested), or such commercial container as requested by the new customer, and shall begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart or commercial container, the Grantee shall provide written notice to the new customer of the pick up days for all service.

c. For discontinued services, the billing shall stop on the disconnect date.

5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee shall be required to keep accurate records of complaints received, and shall forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1.	Failure to clean up spilled refuse per incident	$50 per incident
2.	Failure to collect solid waste per location or special collection solid waste at any premises at or within the service area	$50 per incident
3.	Failure to complete each route on the regular scheduled pickup date	$1,000 per route not completed
4.	Failure to keep equipment in clean, safe and sanitary manner	$100 per vehicle per day
5.	Failure to have vehicle operator properly licensed	$100 per day per incident
6.	Failure to maintain office hours as set forth in Section 22	$100 per incident
7.	Failure to replace or repair any damage caused by Grantee or his personnel	$25 per incident

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

d. The Grantee is required to report all new services and changes in service to the Grantor (City) no later than the first day of the following month for billing purposes.

e. In consideration for the Grantor handling the customer billing, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee shall have one business day (see also Section 8 above) to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee shall supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be remedied the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the CITY, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the FRANCHISEE; and the CITY will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the FRANCHISEE so long as such determination is not unreasonable or arbitrary. The CITY shall make such explanation as may be necessary to complete, explain or make definite the provisions of this FRANCHISE; and its findings and conclusions shall be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area:
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Jeff Edwards
Advanced Disposal Services Stateline, LLC
450496 State Road 200
Callahan, FL 32011

SECTION 33. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 34. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise shall not be affected.

SECTION 35. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this 19th day of June, 2018, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

Date of First Reading May 15, 2018

Date of Advertisement: June 6, 2018

Date of Second Reading and Public Hearing June 19, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of June, 2018.

CITY OF FERNANDINA BEACH

Dale L. Martin, City Manager

John A. Miller, Mayor-Commissioner

ATTEST:

Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

ADVANCED DISPOSAL SERVICES STATELINE, LLC

Advanced Disposal Service Representative

WITNESS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2017

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 Willis of Virginia, Inc c/o 26 Century Blvd P O Box 305191 Nashville, TN 372305191 USA	CONTACT NAME PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Insurance Company	11150
INSURED Advanced Disposal Services, Inc (See Attached List of Named Insureds) 90 Fort Wade Rd Ponte Vedra, FL 32081	INSURER B: Allied World National Assurance Company	10690
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D: Arch Indemnity Insurance Company	30830
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: W4488728 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER	Y		31GPP4985405	11/20/2017	11/20/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			31CAB4985505	11/20/2017	11/20/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			03098718	11/20/2017	11/20/2018	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		31WCI4985305	11/20/2017	11/20/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065002	11/20/2015	11/20/2018	Aggregate/Occurrence	$25,000,000

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

Umbrella Liability follows form over the General Liability, Auto Liability and Employers Liability.

Umbrella coverage provides additional limits over the Commercial General Liability, Automobile Liability and Employers Liability policies.

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
City of Fernandina Beach Attn: City Clerk's Office - RFP# 17-06 204 Ash Street Fernandina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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SR ID 15361650 BATCH: 526241

Advanced Disposal

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Virginia, Inc.		Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto policy includes CA9948 (Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Form).

General Liability policy has a $10M per policy aggregate with a $2M per location aggregate.

City of Fernandina Beach, Owner, Construction Manager, General Contractor, their officers, directors, partners, representatives, agents and employees are included as an Additional Insured as respects to General Liability, where required by written contract.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds, where required by written contract.

INSURER AFFORDING COVERAGE: Arch Indemnity Insurance Company NAIC#: 30830
POLICY NUMBER: 34WCI0519205 EFF DATE: 11/20/2017 EXP DATE: 11/20/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Worker's Compensation - KY/MO/PA	E.L. Each Accident:	$1,000,000
Per Statute	E.L. Disease-Pol Lim:	$1,000,000
	E.L. Disease-Ea Empl:	$1,000,000

INSURER AFFORDING COVERAGE: Arch Insurance Company NAIC#: 11150
POLICY NUMBER: 31CAB0502305 EFF DATE: 11/20/2017 EXP DATE: 11/20/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability	Combined Single Lim:	$4,000,000
Any Auto	SIR:	$1,000,000

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Named Insured:

ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Midwest, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services South, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Advanced Disposal Services, Inc.
Advanced Disposal Waste Holdings Corp.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Caldwell Partnership, LLC
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
CGS Leasing, Inc.
CGS Services, Inc.
Champion Transfer Station, LLC
Community Refuse Service, LLC
Diller Transfer Station, LLC
DLD Limited Partnership
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
F.D.S. Disposal II, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
HWStar Holdings Corp.
HWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.

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Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS North East Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
North East Waste Transport, Inc.
Old Kings Road Solid Waste, LLC
Old Kings Road, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
Precision Waste Services
Sister's Sanitation Services, LLC
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
St. Johnsbury Transfer Station, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trash Taxi, LLC
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC

Advanced Disposal

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31CAB4985505

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31CAB0502305

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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POLICY NUMBER: 31GPP4985405

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

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Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONIRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31GPP4985405

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION
(With Abandoned Property Exception)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE BODILY INJURY AND PROPERTY DAMAGE LIABILITY and paragraph 2. Exclusions of SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error, omission, malpractice or mistake in the rendering of or failure to render professional services by the insured or any person for whom the insured is legally responsible.

However, this exclusion does not apply to any act, error, omission, malpractice or mistake arising out of the waste collection of abandoned property by those employed by you or for whom you are legally responsible, but only with respect to work performed by them for you.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 31GPP4985405

Named Insured: ADVANCED DISPOSAL SERVICES, INC.

Endorsement Effective Date: 11-20-2017

President

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 34WCI0519205

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein: Endorsement Effective Date: 11-20-17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

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Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31WCI4985305

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein: Endorsement Effective Date: 11-20-17

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Ordinance 2018-10
Exhibit "B"

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE ADVANCED DISPOSAL SERVICES STATELINE, LLC
450496 STATE ROAD 200, CALLAHAN, FL 32011
as Principal, hereinafter called the Principal, and RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615
a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FERNANDINA BEACH
204 ASH STREET, FERNANDINA BEACH, FL 32034
as Obligee, hereinafter called the Obligee, in the sum of Not Less Than Five Percent of the Bid Price
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #17-06 COLLECTION AND DISPOSAL OF GARBAGE, RECYCLABLES AND YARD DEBRIS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, or as otherwise required in the bid specifications, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of December 2017

Michelle Nyanko (Witness)

ADVANCED DISPOSAL SERVICES STATELINE, LLC (Principal) (Seal)

By Executive VP/COO (Title)

Autumn Schneider (Witness)
AUTUMN SCHNEIDER

RLI Insurance Company (Surety) (Seal)

By Attorney-In-Fact Jeremy C. Rose (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of November, 2017.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 24, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1ST day of DECEMBER, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jean M. Stephenson — Corporate Secretary

A00588117

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FORM CONSENT OF SURETY

The RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, A+ (Superior) rated by A.M. Best, Class XI, and licensed to do business in the State of Florida, hereby certifies to, and consents and agrees with, CITY OF FERNANDINA BEACH that if the Contract for RFP #17-06 COLLECTION AND DISPOSAL OF GARBAGE, RECYCLABLES AND YARD DEBRIS, is awarded to ADVANCED DISPOSAL SERVICES STATELINE, LLC, then undersigned corporation agrees with said CITY OF FERNANDINA BEACH to execute and provide the surety bonds as required by CITY OF FERNANDINA BEACH Bid Specifications, and will become a surety in the full amount set forth in the Specifications for faithful performance of all obligations of the bidder.

SIGNED, SEALED AND DATED DECEMBER 1, 2017.

RLI Insurance Company

By: _____
Attorney-in-Fact, Jeremy C. Rose

NOTE: A Power-of-Attorney should be attached in accordance with the requirements of the Specifications, and if none specific to the consent of surety, I recommend that it be done in the same manner as the Power-of-Attorney for Bid Bond, or any Performance or Payment Bonds.

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr., Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of November, 2017.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis — Vice President

State of Illinois } SS
County of Peoria }

On this 14th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk — Notary Public
Gretchen L. Johnigk

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 1st day of DECEMBER, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson — Corporate Secretary
Jean M. Stephenson

A0058817

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NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for /**Tuesday, June 19, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE ~~NO. 2~~2018-10~~–~~

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ~~AMENDING~~ REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, ("~~Advanced Disposal~~ADVANCED DISPOSAL") A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019,~~—~~FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE ~~AND COLLECTION~~ HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; 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.

Note:

Please run as a <u>DISPLAY</u> in the June 6, 2018 edition of the News Leader.

Please send proof of publication to:
City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115

ORDINANCE 2023-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2018-10 EFFECTIVE (INSERT DATE); PROVIDING A NEW EXCLUSIVE FIVE-YEAR FRANCHISE TO WASTE MANAGEMENT INC. OF FLORIDA EFFECTIVE (INSERT DATE) FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE;

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City granted a solid waste franchise to Advanced Disposal Services Stateline, LLC, beginning January 15, 2019, and assigned the franchise to Waste Management Inc. of Florida January 4, 2022; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 22-08, and the evaluation committee recommended Waste Management Inc of Florida; and

WHEREAS, the City Commission authorized negotiations with Waste Management Inc. of Florida for a franchise agreement via Resolution 2022-219; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2018-10 as of April 18th, 2023 and to grant a new solid waste franchise for 5 years beginning as of January 15, 2024; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

"Anniversary Date" means the date that is one year after the Effective Date of this Franchise Ordinance.

"Authorized Hours for Collection" means the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City's limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection are between 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

"Beach Accesses" mean accesses located along the 6 miles of beach located within the City limits. Accesses contain approximately 50 garbage carts that are serviced one (1) to seven (7) days per week depending upon the season. This service will be provided by the Grantee for a separate rate listed in Section 30.

"Bulk Waste" means large, discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, e-waste, and other household type appliances, abandoned and improperly placed dumps of the same. Loose construction or demolition debris is considered commercial. The Grantee has the right to charge for extra bulk waste pickup which is greater than 3 cubic yards.

"Cart" means:

1) A sixty-five gallon or ninety-five-gallon container on wheels with attached lids, serviced by collection vehicles with a side-arm (or tipper) that mechanically collects and empties the container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations;

2) All carts must have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body. All carts with the City logo(s) with City name will automatically become the property of the City, at no additional cost to the City, on termination of the Grantee contract and the Grantee inventory will be transported to the City location identified by the City at no additional cost to the City.

3) Selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee.

4) The cost of purchasing providing, maintaining, and replacing of all carts to customer account locations is the responsibility of the Grantee at no additional cost to the City and will be - part of the collection and disposal costs in the Grantee unit price rates

"Change in Law" means:

1) The adoption, or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or

2) The imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (1) or (2) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in tax law or workers compensation law will not be considered a change in law pursuant to this definition.

"City" means the City of Fernandina Beach, Nassau County, Florida, a municipal corporation, its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as Grantor or Franchisor.

"Commercial" or "Commercial establishment" means any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize commercial container units such as Grantee provided dumpsters or customer provided containers that are mechanically emptied by other means than cart collection vehicles. These consist of, but are not limited to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

"Commercial collection and disposal services" means garbage and trash collection and disposal service for commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by means other than cart collection vehicles. The Grantee must provide the following collection and disposal services to each customer location - garbage/trash, recycling (at customer option) and bulk waste.

Commercial establishments in this service category may use, but are not limited to, any of the following for the accumulation of garbage/trash:

I) Carts as defined as above.

2) Dumpster containers, provided by the Grantee, *at no additional cost to the City or account holder,* in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.

3) Roll-off containers, provided by the Grantee, *at no additional cost to the City or account holder,* to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.

4) Commercial cardboard containers in the downtown district provided by the Grantee, *at no additional cost to the City or account holder.* Currently, there are approximately four (4) 8-yard cardboard recycle dumpsters for this purpose.

5) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City.

6) Grantee-provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.

"Commercial trash" means any and all accumulations of such combustibles as paper, rags, wood, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial trash includes all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulk items or piles greater than 3 cubic yards.

"Company" refers to Waste Management Inc. of Florida, ("Waste Management") which may also be referred to as the Grantee or Franchisee.

"Construction and Demolition Debris" means discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

"Commission" means the City Commission of the City of Fernandina Beach, Florida.

"Curbside Collection Point" means that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this may mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee will provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

"Designated Recovery Facility" means the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" means any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

"Downtown" means the Fernandina Beach Historic Downtown area between South 8th and Front St. and Alachua St. and Ash St. Downtown area has approximately 55 ornamental cans that must be emptied daily up to seven (7) times per week, excluding select holidays, subject to City review.

"Franchise" means this Franchise Agreement.

"Effective Date" means January 15, 2024.

"Excluded waste" means any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works construction projects whether performed by a governmental unit or by contract; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

"Franchise Fee" means the fees set forth in Section 5 of the Franchise.

"Garbage" includes and means all accumulation of animal, fruit or vegetable and any other matter, of any nature whatsoever which is subject to decay, which may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recycling; and abandoned and improperly placed dumps of the same.

"Grantee" means Waste Management Inc. of Florida, ("Waste Management") or "Franchisee" who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" means the City of Fernandina Beach, Florida or "Franchisor".

"Gross Revenue" means and includes any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous waste" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.

"Household trash" means any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage.

"Net revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" means a plastic bag no larger than a thirty-five-gallon garbage can of sufficient strength to hold contents securely tied at top, not to exceed fifty pounds when full.

"Receptacle" is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recycling ca1ts" means the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and multifamily dwelling collection accounts, and commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Section 20: Recycling Program contains a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling service area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential collection & disposal service", also known as Residential Cart Pickup Service, means garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection service. The Grantee will provide the following collection and disposal services to each customer location: garbage/trash, recycling, and bulk waste.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly

residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee will collect, within the City-approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" includes and means all garbage, dead animals, bulk waste, household trash, construction and demolition debris, commercial trash, and abandoned and improperly placed dumps of the same.

"Special material" means bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself' building materials, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at no additional charge. This service will be limited to materials that can safely be collected by the use of a rear-load vehicle with a helper. Discarded major appliances will be collected by Grantee at a charge specified in Section 30. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" means the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"Yard Waste" means every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/ abandoned dumps of the same.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #22-08, including all addendums thereto of the City of Fernandina Beach, is herein incorporated by reference, as is the response to the Request for Proposals #22-08 and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise will be for a period of five years through January 14, 2029, unless sooner terminated by reason of breach of the terms hereof by the Grantee, which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party must give written notice to the other of its willingness to renew said agreement. Such notice must be given no later than six months before January 14, 2029. Either party will have sixty days to respond to the request of the other party, indicating their agreement or rejection with the proposed renewal. No response will be deemed to be a rejection of the request to renew. The Grantee may unilaterally extend this Franchise Agreement for one (1) renewal period of 120 days.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage and Recycling

    a. Residential Service: 10% of the rate established in Section 30
    b. Commercial Service: 10% of the rate established in Section 30
    c. Special/Roll off Services: 10% of the rate established in Section 30

2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee is not required to collect Hazardous Waste, dead animals, yard waste, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. This Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

C. The Franchise Fee for residential services will be assessed and collected by the Grantor and will be added to the Rates as set forth herein. The Franchise Fee for commercial and special/roll off services will be assessed and collected by the Grantee and will be added to the Rates as set forth herein. The Grantee will pay Franchise Fee on amounts billed from commercial and special/roll off services customers.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee may not be assigned by Grantee except with the express approval of the Granter, which approval may not be unreasonably withheld, and which must be reflected by a resolution of Grantor. In the event of such an assignment, Grantee will cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby, and which acceptance must include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee must guarantee the performance of its assignee and such assignment will always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee constitutes an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee constitutes an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically te1minated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance is grounds for a forfeiture of this Franchise, but no such forfeiture may take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default and Grantee has been given a reasonable opportunity to cure such default. Following receipt of the notice of default, Grantee will have thirty days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to co1Tect identified material defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within twenty days of receipt of Grantor's notice for identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue will first be submitted to non-binding mediation, and then, if till not resolved, it may be addressed by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index -Garbage and Trash Collection Services, Series ID, CUUR0000SEHG02. All Items (base year 1997=100%), as published by the United States Department of Labor - Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of September and any change will be implemented and effective with January billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year and a minimum of 0%.

In October of each subsequent year during the term of the Franchise, the Grantor will notify the Grantee of the Consumer Price Index-Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting with bills issued after December 31 of that year.

B. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and must contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

C. Grantee may petition the Grantor to increase the rates based upon unanticipated and unusual increases in the cost of doing business due to reasons outside the reasonable control of Grantee. A request for an increase may be made at any time such change occurs and must provide, such further information within its possession as may be reasonably necessary in making its d termination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided, however, that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee will partner with the City in developing and implementing public education and community outreach programs. The public education program should emphasize recycling and waste reduction. The Grantee will coordinate with the City in the messaging, publication, and dissemination of such information. The City retains final approval of all program materials. The Grantee must have a social media presence with a texting platform that can be offered to customers in an expedient manner. The Grantee is responsible for all expenses associated with the notices

and education services and social media required herein and provide the same at no additional cost to the City.

B. The FRANCHISEE further agrees to conduct presentations for civic groups, Homeowners' Associations and other appropriate citizens' groups as deemed appropriate. The FRANCHISEE will provide the notices and educational services to help inform the public about the CITY's solid waste management system. The FRANCHISEE will be responsible for all expenses associated with the notices and educational services required herein.

C. Notices:

1. Notice for Commencement of Services: At least a sixty-calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice must be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The notices are to be mailed through the United States Postal Service, hand-delivered via door hangers and posted to social media. At a minimum, the notice to Residential and Small Commercial Customers must:

a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
c. The City will retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee will design and print upon the City's approval and mail or deliver appropriate informational materials for each new customer. At a minimum, the notice must include the same information that is contained in the annual notice to customers. The Grantee will use the social media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee must deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers must receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, is final. This Grantee will use the social media format for delivering this information immediately to the customer.

5. Notices for Holidays: The Grantee must provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the social media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent negligently caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantee is not responsible for damage to roads or pavement resulting from the weight of trucks or equipment, which weight (within legal limits) the Grantee cannot control. The Grantor must notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits. The Grantor will have at least fourteen (14) days (after receiving notice) to resolve any damage.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee must con' duct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE.* Grantee must carry commercial general liability insurance in the amount of not less than $3,000,000.00 for each occmTence combined single limit and $5,000,000.00 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of $3,000,000.00, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry umbrella excess liability coverage with a limit of no less than of $1,000,000. A certificate showing that the Grantee has in full force and effect the aforesaid insurance must be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance must be in such form and written by such companies whose A.M. Best rating is not less than A VII. All policies require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee must provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE.* Grantee must carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION.* The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties"), 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 any negligence, recklessness, or intentionally wrongful conduct of the Grantee, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Grantee in the performance of this Agreement; provided however, Grantee will have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder will include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City will reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Paiiies") from, and against all liability and expense, including reasonable attorney's fees, in com1ection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder will include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee will reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee must furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount equal to the annual contract amount. Said bond must be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise will not affect the right of the Grantor to enforce same; nor will waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, will have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise is governed by the laws of the State of Florida, and if any controversy arises between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida, court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee will continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor will continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida, in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee must continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee): Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee is required to provide curbside recycling to all residential customers.

B. Grantee must collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated

recovery facility. The Grantee must perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials will be curbside, or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee will pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, will distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts will be replaced by the Grantee as required. The Grantee must maintain an adequate supply of carts at all times.

E. The Grantee will collect all recyclable materials set out for the purpose of recycling from all single-family residences. The collection of recyclables will be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee will provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee must be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee will make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee will handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee must be picked up immediately. Recycling carts must be thoroughly emptied.

H. Grantee will collect recyclable materials within the service area one time per week. The day of collection will be the same day as the regular collection day for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee is responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee must furnish an annual report to the City containing the requested information. Reports should be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

D. *Acceptable and Non-Acceptable recycle items.* Acceptable items for recycle are as follows:

Household Sized Containers - Must be empty and dry (1 gallon or 1 liter max)
(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials - Max single item size may not exceed 2ft. by 2ft
(4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)

(5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)

(6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)

(7) Newspapers (Inserts & Catalogs)

(8) Brown Paper Bags

(9) Office Paper (Copy & Print Paper, File Folders)

(10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

(1) Plastic Film (No Grocery Bags, Tarps, etc.)

(2) Food (No Wet or Dry Food Waste)

(3) Scrap Metal (No metal except household size containers)

(4) Wood (No Yard Waste, Construction Material, etc.)

(5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)

(6) Electronics (No Batteries, Computers, Phones, etc.)

(7) Chemicals (No Paint, Oil, Aerosols, etc.)

(8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. *Residential*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage one time per week_;_ bulk waste will

be collected one time per week on days agreed upon by the Grantee and Granter. Pickups may not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, must notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Granter.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage will be as agreed upon between the Granter and the Grantee. All schedules and routes are subject to rescheduling as mutually agreed to by the Granter and Grantee. The Granter, at the request of the Grantee or on its own, may extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Only the content contained in the cart will be collected. Nothing placed outside the cart will be collected except for bulk waste as provided for in this agreement.

4. Collections. All collections will normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts must be handled carefully by the Grantee and thoroughly emptied and left where they were found at the curbside. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee. Grantee will provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park.

5. Special services: Services such as back door collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups will be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services will not be unreasonable or excessive. Household garbage services will be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short-Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Hazardous materials: Grantee will not be required to collect hazardous materials, including without limitation Hazardous Waste.

8. Location of Residential Waste for collection: Persons in occupancy of each residence must place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door, or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

9. Customer restrictions: Grantee will not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee has the right to terminate service to any

customer violating this section only after prior notification to the customer and approval by the Grantor.

B. *Commercial*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday will be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection will be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a Grantee provided waste receptacle.

4. Collections: All collections will normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles must be handled carefully by the Grantee and thoroughly emptied and left where they were found. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein will be considered requests for special pickup services. Charges for special services will not be unreasonable or excessive and are subject to the City's Franchise Fee.

6. Garbage and rubbish: Garbage and rubbish must be placed for collection within a commercial container.

7. Hazardous and biohazardous materials: Grantee will not be required to collect hazardous or biohazardous materials or Hazardous Waste.

8. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise must keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

9. Customer restrictions: Grantee will not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

10. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor must be clearly

marked, specifying the manner in which the container falls to meet the requirements. Such marked, nonconforming containers will be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee will be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee will provide these services at an approved rate.

SECTION 22. OFFICE HOURS.

The Grantee's office must remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there must an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee must maintain a local calling area phone number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee must always have on hand sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment must be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment must be kept clean, sanitary; neat in appearance, in good repair at all times, and be equipped with back-up warning lights and alarm. The Grantee must always have available reserve equipment which can be put into service and operation within two hours of any breakdown. Such reserve equipment must substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste must be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee must periodically provide the Grantor with schedules of residential collection routes and always keep such information current. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee must notify each customer affected by either direct mail or door hangers which the Grantor must approve for such purpose. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee will assign a qualified person to be in charge of operations under this Franchise and give the name, direct contact information, and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle must at all times carry a valid CDL driver's license for the type of vehicle being driven, and it is the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent, or discourteous in the performance of his or her duties. Grantee must provide operating and safety training for all personnel. Wages of all employees of Grantee must be equal to or exceed the minimum hourly wages for such employees established by local, state, or federal law. Grantee must supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. **SPILLAGE AND LITTER.**

A. The Grantee may not litter on any premise in the process of making collections but will not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids must be contained, held, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the Grantee, the Grantee must promptly clean up the litter.

SECTION 28. STORMS, & FORCE MAJEURE EVENTS.

A. The performance of any act by the Grantor or Grantee hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, pandemic, war, rebellion, terrorism, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, in the event Grantee is delayed or suspended in its performance for more than forty-eight hours due to a condition of force majeure, the Grantor has the right to provide substitute service from third-party contractors or Grantee's forces and in such event the City will withhold payment due Grantee for such period of time (beyond 48 hours) in which service is not provided by the Grantee. If the condition of force majeure exceeds a period of thirty (30) days, the Grantor, after providing Grantee notice and a reasonable opportunity to cure, may at its option and discretion, cancel or renegotiate this Agreement.

B. In the case of a storm or disruption caused by other force majeure event (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee must inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee will provide notice to residential premises and commercial establishments in the service area.

C. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee must, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee will be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

D. The Grantee will have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee must have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to affect a timely clean-up. Such agreement must contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement must be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee will meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a natural disaster or a severe domestic disturbance, the City will have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a natural disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on fire basis of race, color, religion, sex, age, handicap, disability, military or veteran status, national origin, familial status, marital status, sexual orientation, gender identity, or gender expression. Said nondiscrimination policy applies to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee will not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. *Rates:*

1. For the residential collection of garbage, recycling, and bulk waste/mixed piles, the fee paid to the Grantee by the Granter shall be $25.17 per month for one time per week service at the Effective Date and will remain until the next CPI rate adjustment provision specified in Section 9 is applied in 2025. A breakdown of the initial residential garbage, recycling, and bulk waste/mixed piles collection fees as of January 15, 2024, are shown below:

Residential Rates	Fee Charged by City	Rate Paid to Waste Management
Garbage - once a week	$14.09	$12.81
Recycling - once a week	$9.84	$8.95
*Garbage - additional Cart	$10.57	$9.61
Bulk Waste/Mixed Piles - once a week	$3.75	$3.41

! TOTAL	$27.68	$25.17

* Total combined monthly Residential Rate for residents who receive an additional garbage cart is $34.78 paid to WM and $38.26 charged to the resident by the City.

- no personal carts/containers may be used

2. For garbage collection during the initial term of this Franchise, the monthly rate for commercial establishments fees as of January 15, 2024, is shown below and will remain until the next CPI rate adjustment:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95-gallon carts (max 10)	$23.53	$47.06	$70.59	$94.12	$117.65	$141.18	$164.71
2-yard container	$71.27	$142.55	$213.82	$285.09	$356.37	$427.64	$498.90
4-yard container	$142.55	$285.09	$427.64	$570.19	$712.74	$855.28	$997.81
6-yard container	$213.82	$427.64	$641.46	$855.28	$1,069.10	$1,282.92	$1,496.71
8-yard container	$285.09	$570.19	$855.28	$1,140.38	$1,425.47	$1,710.56	$1,995.61
4-yard Vertipac Compactor*	$570.20	$1,140.36	$1,710.56	$2,280.76	$2,850.96	$3,421.12	$3,991.24

- Vertipac Compactors are also subject to a $550/month rental per unit.
- prices listed do not include 10% franchise fee provided for in Section 5
- no personal carts/containers may be used

3. The rates for other services as of January 15, 2024, are shown below and will remain until the next CPI rate adjustment:

Other Services	
10-yard roll-off price per haul	$272.70

20-yard roll-off price per haul	$272.79
30-yard roll-off price per haul	$272.79
Garbage compactor price per haul	$294.89
Special Clean-up of right-of-way	$150/hour
White Goods (on call service)	$23.35/per item
Special Cleanup (rear loader, driver & helper)	$150/hour
Special Cleanup (graggle truck operator)	$150/hour
Beach Access Collection Service	$4.30/ger container

*Prices listed do not include 10% franchise fee provided for in Section 5

4. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups. Grantee will provide daily solid waste pickup in the Downtown Area, which has approximately 55 ornamental cans that must be emptied seven (7) times week (excluding holidays) at no additional cost to the Grantor.

C. *Billing for Services*

1. Residential and Special Services.

a. The Grantor will bill for residential collection services. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the residential units, not less than monthly. Therefore, the Grantee will receive payment monthly, based on up-to-date active monthly Residential Units.

b. Requests for opening new residential accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee is required to provide a new garbage cart and recycle cart (if requested) and begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart, the Grantee must provide written notice to the new customer of the pick-up days for all service.

c. In consideration for the Grantor handling the customer billing for Residential Units, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

D. Billing for Commercial and Special Service

1. **Billing.** The Grantee will be solely responsible for billing Commercial Customers and collecting all rates, fees, and other charges from its Customers for the Commercial Collection Services the Grantee provides under this agreement. The Grantee also will be responsible for the payment of all Tipping Fees associated with the disposal of the Solid Waste and other material collected by the Grantee when providing its Commercial Collection Services. The Grantee may bill its Commercial Customers in advance for the Commercial Collection Services the Grantee will provide during the next Operating Month.

2. **Rates - General.** The Rates in Exhibit Section 30 are the maximum amounts to be charged for the Collection Services provided by the Grantee pursuant to this Agreement. The Rates must be applied uniformly to all Customers receiving Collection Services from the Grantee within the City after the Commencement Date. The Grantee must utilize the Rates in Exhibit Section 30 and no others, when billing its Customers or the City. These rates are subject to an annual adjustment as set forth in this Agreement in Section 9. An account will be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. The Grantee may stop service for a delinquent account and may charge a re-start fee of one hundred twenty-five dollars ($125.00) to resume service. The Grantor will not be held liable for Grantee's failure to bill or collect for Commercial Collection Service. The Grantee will always be liable to the Grantor for any Franchise Fee or Administrative Fee that should be collected and remitted to the City monthly. Extra pickups will be charged at $16.00/yard with a $135.00 minimum charge. Customer invoice will also have a line-item billing charge of $8.50. Customer invoice will also contain a line-item for the Franchise Fee that will be remitted to the City. Please refer to the below section E. C.L.E.A.N. Program for additional charges that may be applied to commercial customers.

3. **Payments for Special Collection Services.** The Rates for Special Collection Service will be paid in addition to the Rates for the routine Collection Service received by the Customer. The Grantee is solely responsible for billing its Customers and collecting the applicable Rates for any Special Collection Services the Grantee provides pursuant to this Agreement. In cases where there are no established Rates in this Agreement for the requested Special Collection Service, the Grantee and the Customer will negotiate a mutually acceptable Rate for the Grantees services. The Grantee will not be entitled to any compensation for a Special Collection Service unless the Customer agreed to pay the applicable Rate before the Grantee provided its service.

4. **Payments for Shared Mechanical Containers.** The Grantee may prorate its charges to accommodate Customers that share a Mechanical Container; however, the charges collectively will not be more than the amounts set forth in the approved Rates, unless the City Contract Administrator approves the Grantee's charges in advance, based on special circumstances. Similarly, the City Contract Administrator may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the

individual shops sharing a Mechanical Container, if the public also is using the Mechanical Containers in the shopping center.

5. **C.L.E.A.N. Program.** C.L.E.A.N. Program is a proactive program that takes action against overflowing containers in the commercial areas of the city to promote health, safety, and cleanliness in the city. The program is a proven approach to keeping communities clean, reducing litter, and illegal dumping with the goal of having all customers on the correct level of service. The program will have a zero cost to the City with the following provisions:
    a) Thirty (30) days prior to the commencement of the CLEAN program in the City, Grantee will notify each of its Customers that receive or **will** receive their garbage service by Commercial Container of the implementation of the CLEAN program. For purposes of this section, all notices shall be provided to the address of record provided to the Grantee.
    b) Overfilling Commercial Containers present safety and health risks to the residents and businesses of the city. In the event Grantee determines a Customer's Container is overfilled with waste during a collection event, Grantee will take a digital photograph of the overfilled container in such a manner to present evidence of such Overfilling. For purposes of this section, overfilling is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.
    c) Grantee will provide to the Customer, notice of such Overfilling on the Customers next invoice for each event of Overfilling. Grantee may charge the customer the amount of two hundred dollars ($200) per event; however, overfilling charges may not exceed eight hundred dollars ($800) per month, per Customer. Grantee will take reasonable steps to seek to increase the Customer's level of service by providing a larger container for the Customer and/or by increasing the frequency of service. If the Customer refuses the attempt to correct the Overflowing issue, Grantee will forward information to City code enforcement. Upon collection of the Overfilling charge from a customer, Grantee will remit twenty dollars ($20) to the City as the Franchise Fee.
    d) The Customer is always responsible for maintaining the area around the Commercial Container. Grantee will not be responsible for cleaning up litter or waste around the Container.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee will have one business day (see also Section 8 above) to collect any Residential Solid Waste that was not collected at the regularly scheduled pick up time and have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee will supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record must be available for inspection by Grantor during the business hours specified herein. The complaint record/form will indicate the day and hour on which the complaint was received and the day and

hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it must be remedied the next working day. The Grantee must establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the Grantor, will decide all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the Grantee; and the Grantor will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination will be final, conclusive and binding upon both the Grantor and the Grantee so long as such determination is not unreasonable or arbitrary. The Grantor must make such explanation as may be necessary to complete, explain or make definite the provisions of this Franchise; and its findings and conclusions will be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee (within thirty (30) days of the event giving rise to the administrative charge), administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area:
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or
5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection includes the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges will be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee is required to keep accurate records of complaints received, and must forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1.	Failure to clean up spilled refuse per incident	$50 per incident

2.	Failure to collect solid waste per location or special collection solid waste at any premises at or within the service area	$50 per incident
3.	Failure to complete each route on the regular scheduled pickup date	$1,000 per route not completed
4.	Failure to keep equipment in clean, safe and sanitary manner	$100 per vehicle per day
5.	Failure to have vehicle operator properly licensed	$100 per day per incident
6.	Failure to maintain office hours as set forth in Section 22	$100 per incident
7.	Failure to replace or repair any damage caused by Grantee or his personnel	$25 per incident

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee must be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein will be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Larry Becker
Waste Management Inc. of Florida
450496 State Road 200
Callahan, FL 32011

SECTION 33. PUBLIC RECORDS LAW AND OBLIGATIONS.

Pursuant to Section 119.0701, Florida Statutes, Grantee must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records',, that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; *(c)* ***ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City.*** *If* ***Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.***

SECTION 34. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 35. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise will not be affected.

SECTION 36. EFFECTIVE DATE.

This ordinance will take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this ___ th day of _____ _,, 2023, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

CAROLINE BEST
City Clerk

TAMMIE. BACH
City Attorney

Date of First Reading:

Date of Advertisement:

Date of Second Reading and Public Hearing:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _th day of _____ 2023.

CITY OF FERNANDINA BEACH

City Manager

Bradley M. Bean, Mayor-Commissioner

ATTEST:

Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

David M. Myhan, President

WITNESS

From:	Cathy Sabattini
To:	Agnes White; Caroline Best
Cc:	Jeremiah Glisson
Subject:	RE: Waste Management exhibits
Date:	Friday, April 14, 2023 1:34:10 PM
Attachments:	image001.png image002.png image003.png image226742.png image563707.png image998448.png

---

After reviewing the agenda item and talking with the Katie. Exhibit A is a Certificate of Insurance and the one we have on file in Munis would be expired for the term of the proposed agreement. Exhibit B is a Performance Bond and WM will provide that after approval of the proposed agreement.

Cathy Sabattini
Maintenance - Administrative Coordinator
City of Fernandina Beach
1017 South 5th Street Ext.
Fernandina Beach, Florida 32034
(904) 310-3316 | csabattini@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: Agnes White <awhite@fbfl.org>
Sent: Friday, April 14, 2023 12:50 PM
To: Cathy Sabattini <csabattini@fbfl.org>; Caroline Best <cbest@fbfl.org>
Subject: Waste Management exhibits

Hi Cathy:

We were reviewing the Waste Management contract on the 4-18-2023 agenda. It cites an Exhibit A and Exhibit B.

Would you please send those to me. I'm out of the office this afternoon but will add them when I return on Monday ,ok?

Get Outlook for iOS

Agnes White, J.D., M.S.C.
Administrative Services Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3103 | awhite@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.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-11
(Legislative) Future Land Use Map Amendment - Beach Access Property, Ketch Court, and Robert Oliver Avenue

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-11 at First Reading.

SYNOPSIS: This ordinance changes the Future Land Use Category of City-owned property from Low Density Residential (LDR) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (MDR) to Conservation (CON) for properties located on Ketch Court and at the end of Robert Oliver Avenue. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-11 at First Reading.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/28/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I — Date: March 22, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Recreation (REC) from Low Density Residential (LDR) Future Land Use Map for Beach Access Property; and

WHEREAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from Medium Density Residential (MDR) Future Land Use Map for properties located on Ketch Court and at the end of Robert Oliver Avenue; 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 March 8, 2023, 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 February 22, 2023.

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 Recreation (REC) and Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Low Density Residential (R-1) to Recreation (REC).
- From Medium Density Residential (R-2) to Conservation (CON).

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 _____ 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

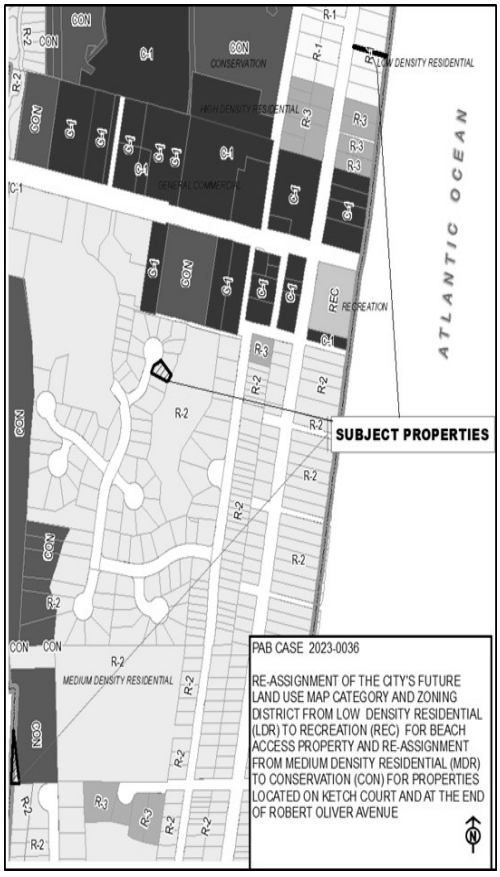
APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023

BEACH ACCESS PROPERY LOCATED ON S. FLETCHER AVE, ASSIGNMENT OF THE FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF RECREATION (REC); AND PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, ASSIGNMENT OF THE FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

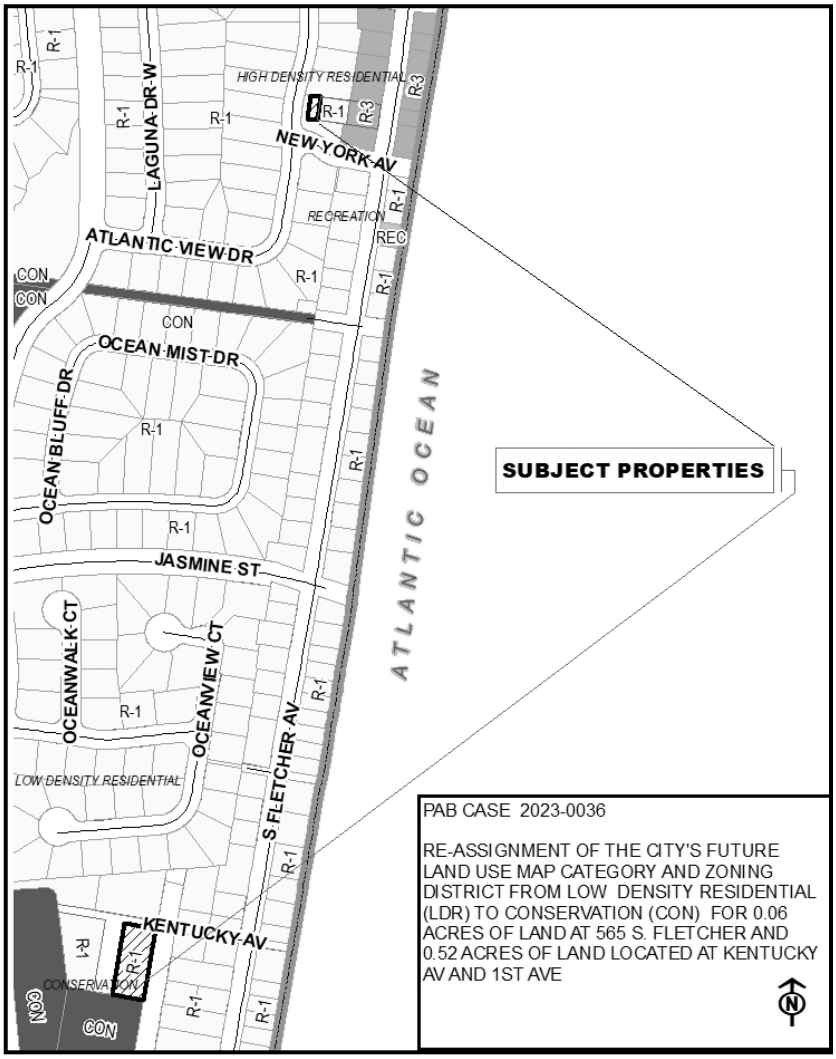
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



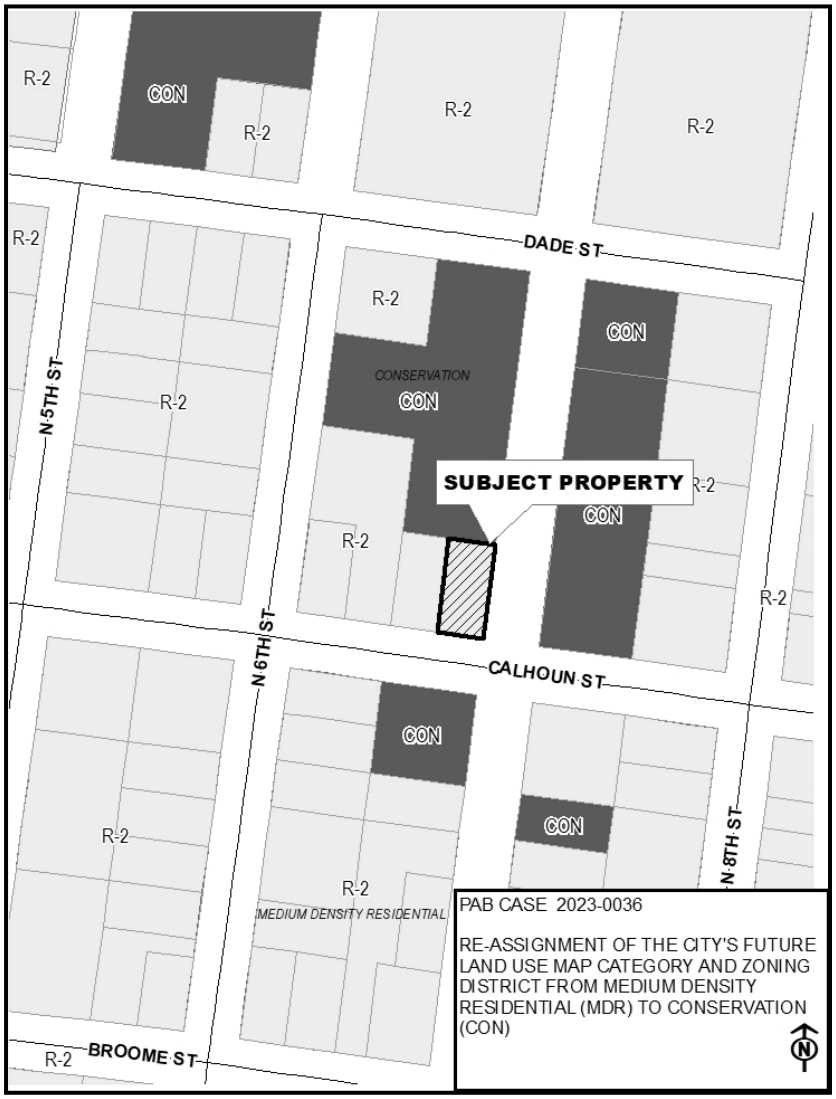
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

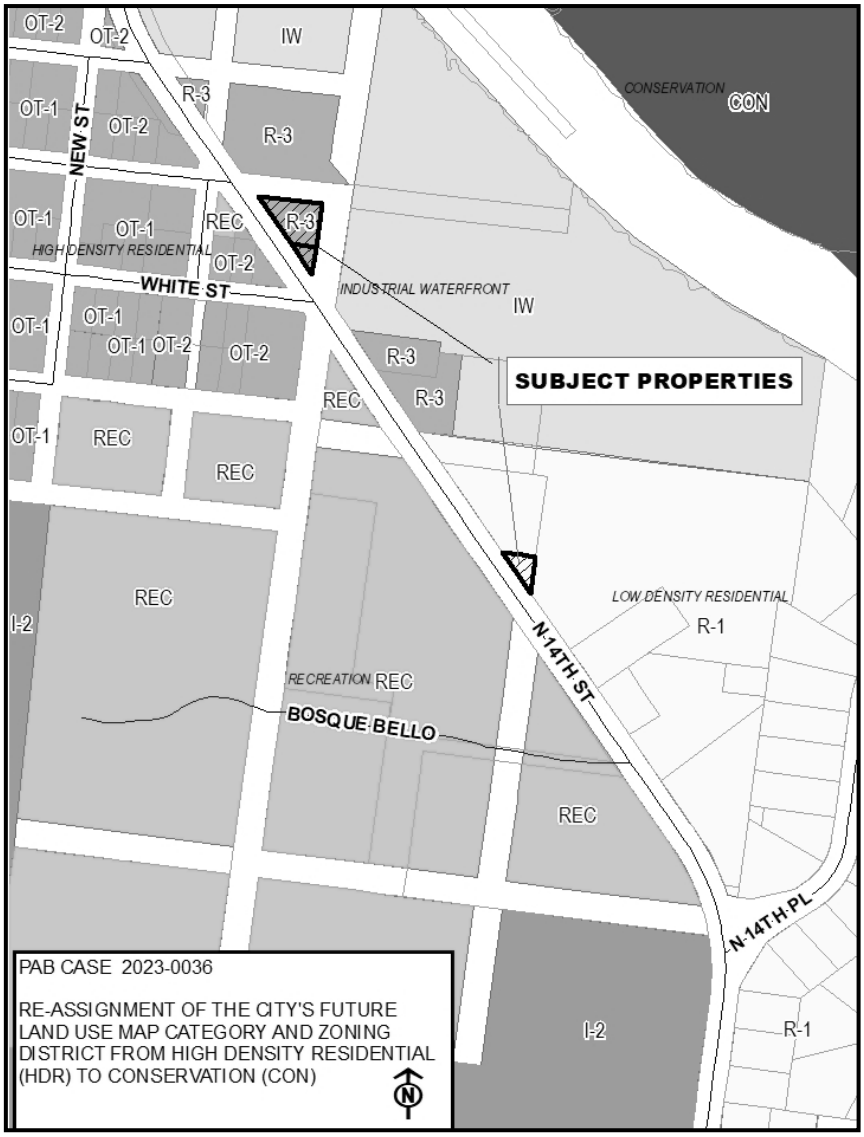


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

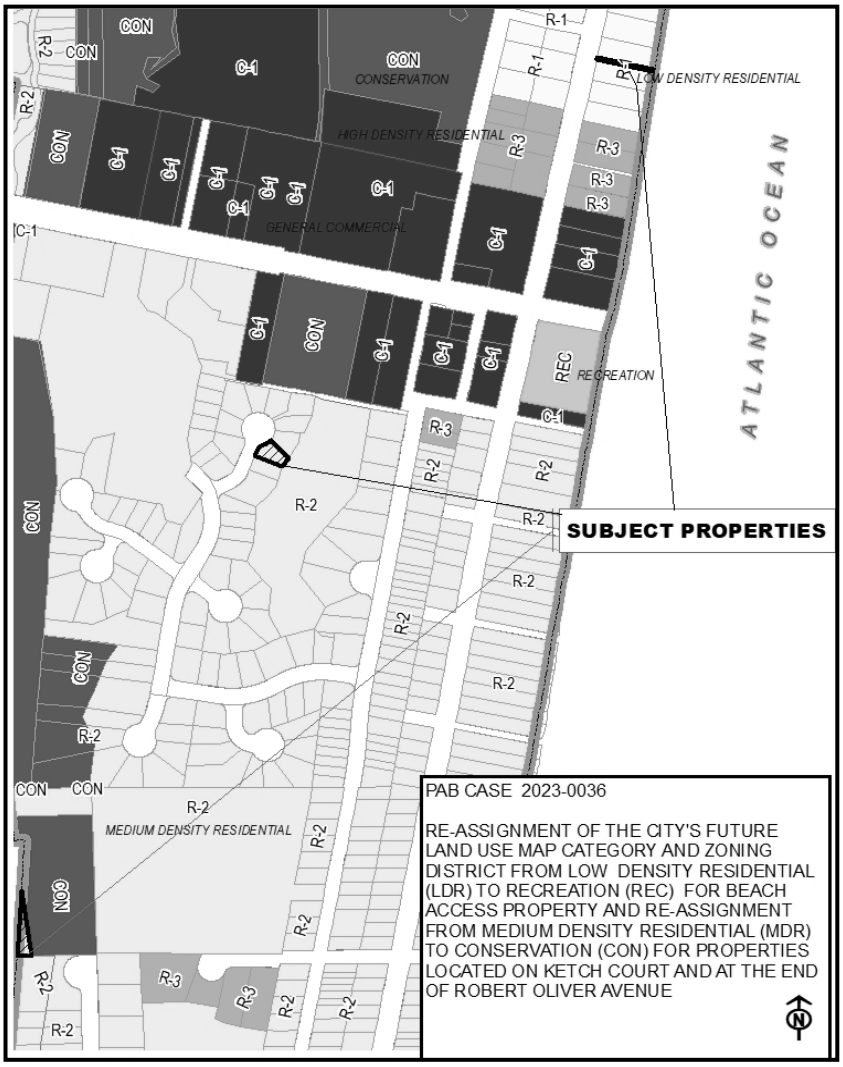
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

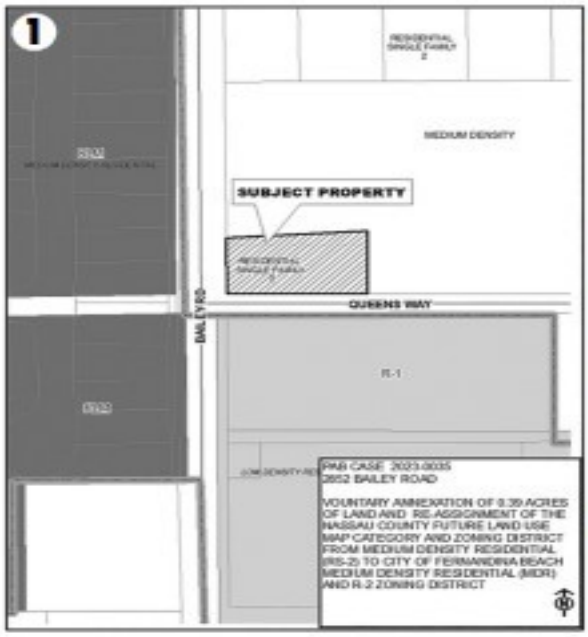
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

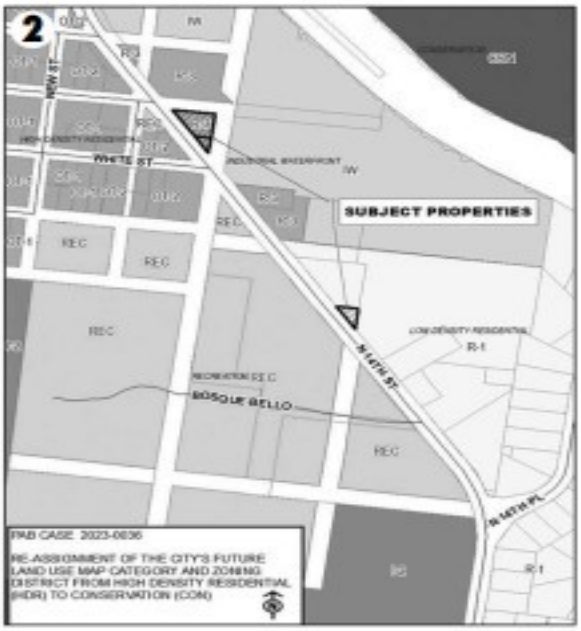
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

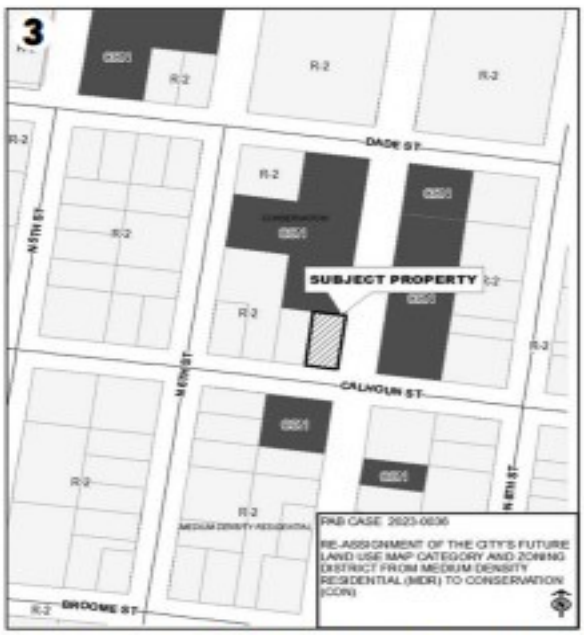
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-12
Zoning Map Change - Beach Access Property, Ketch Court and Robert Oliver Avenue

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-12 at First Reading.

SYNOPSIS: This ordinance changes the Zoning Map Category of City-owned property from Low Density Residential (R-1) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (R-2) to Conservation (CON) for properties located on Ketch Court and at the end of Robert Oliver Avenue. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No action to be taken at this time, as this is a Quasi-Judicial Hearing.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director	4/11/2023
Katie Newton, Legal Assistant	4/11/2023
Agnes White, Administrative Services Manager	4/11/2023
Mark Foxworth, Interim City Manager	4/11/2023
Tammi E. Bach, City Attorney	4/11/2023

Submitted By: Katie Newton, Legal Assistant Date: April 11, 2023

COMMISSION ACTION:

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Recreation (REC) Zoning District from Low Density Residential (R-1) District for Beach Access Property; and

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from Medium Density Residential (R-2) District for properties located on Ketch Court and at the end of Robert Oliver Avenue; 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 March 8, 2023, 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 February 22, 2023.

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 Recreation (REC) and Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit A:

- From Low Density Residential (R-1) to Recreation (REC).
- From Medium Density Residential (R-2) to Conservation (CON).

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 _____ 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

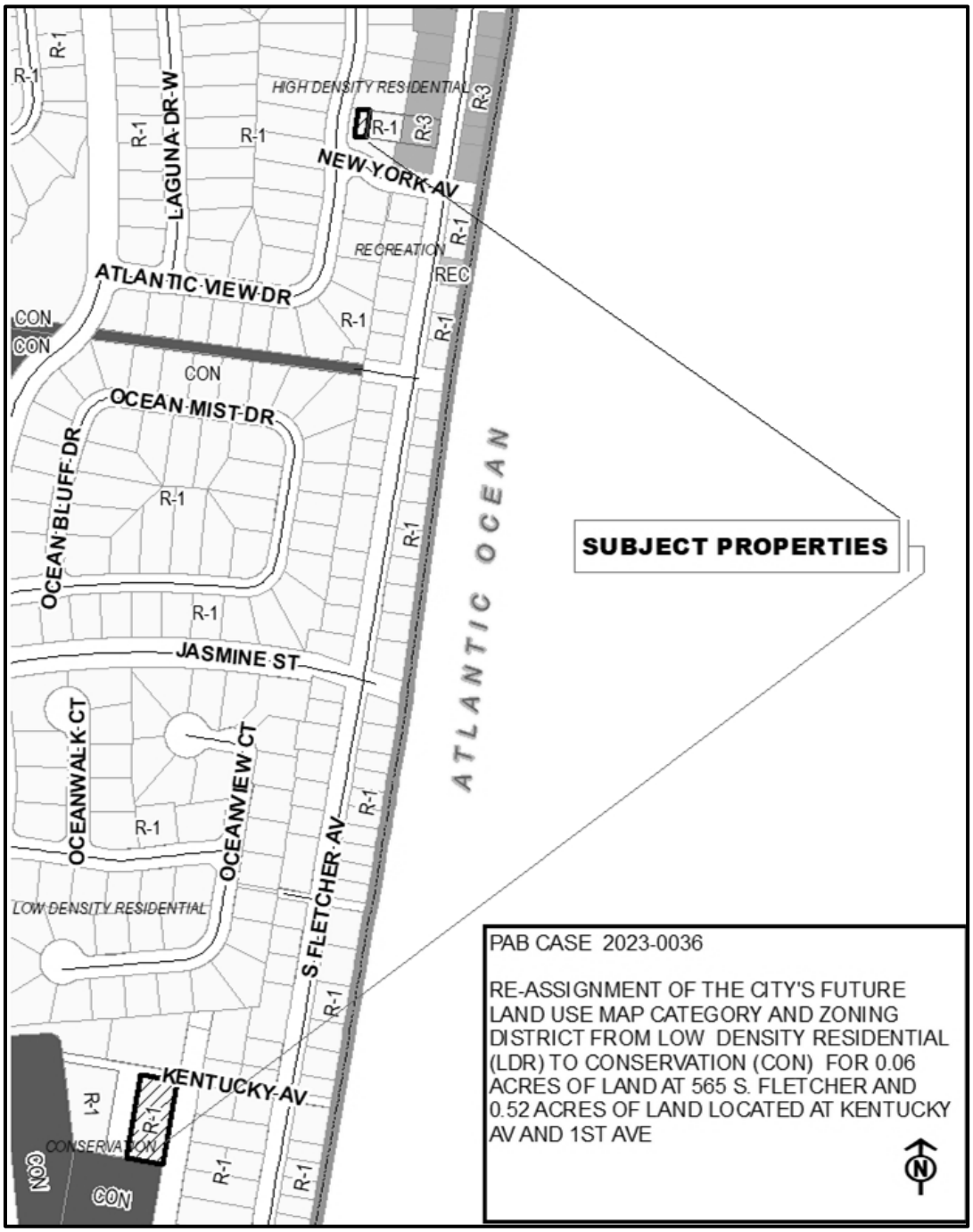
APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTIES LOCATED AT 565 S. FLETCHER AVE TOTALING 0.06 ACRES OF LAND AND 0.52 ACRES OF LAND LOCATED AT KETUCKY AVE AND 1ST AVE; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

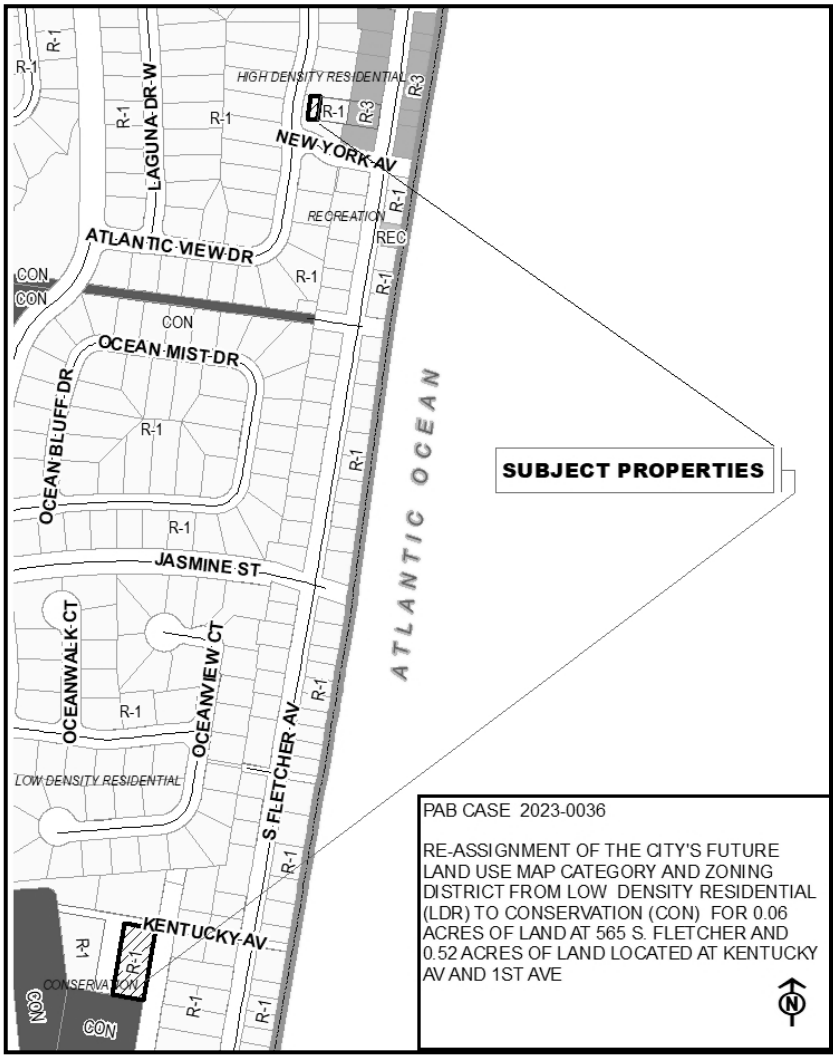
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



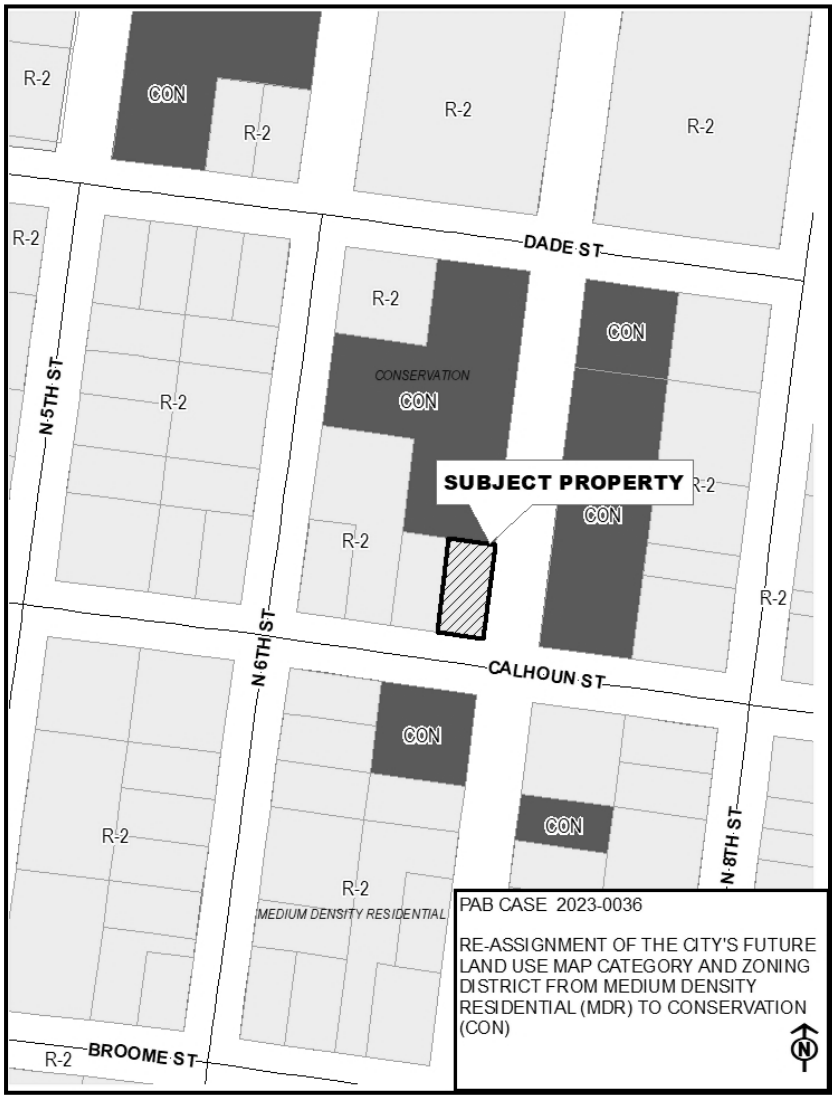
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

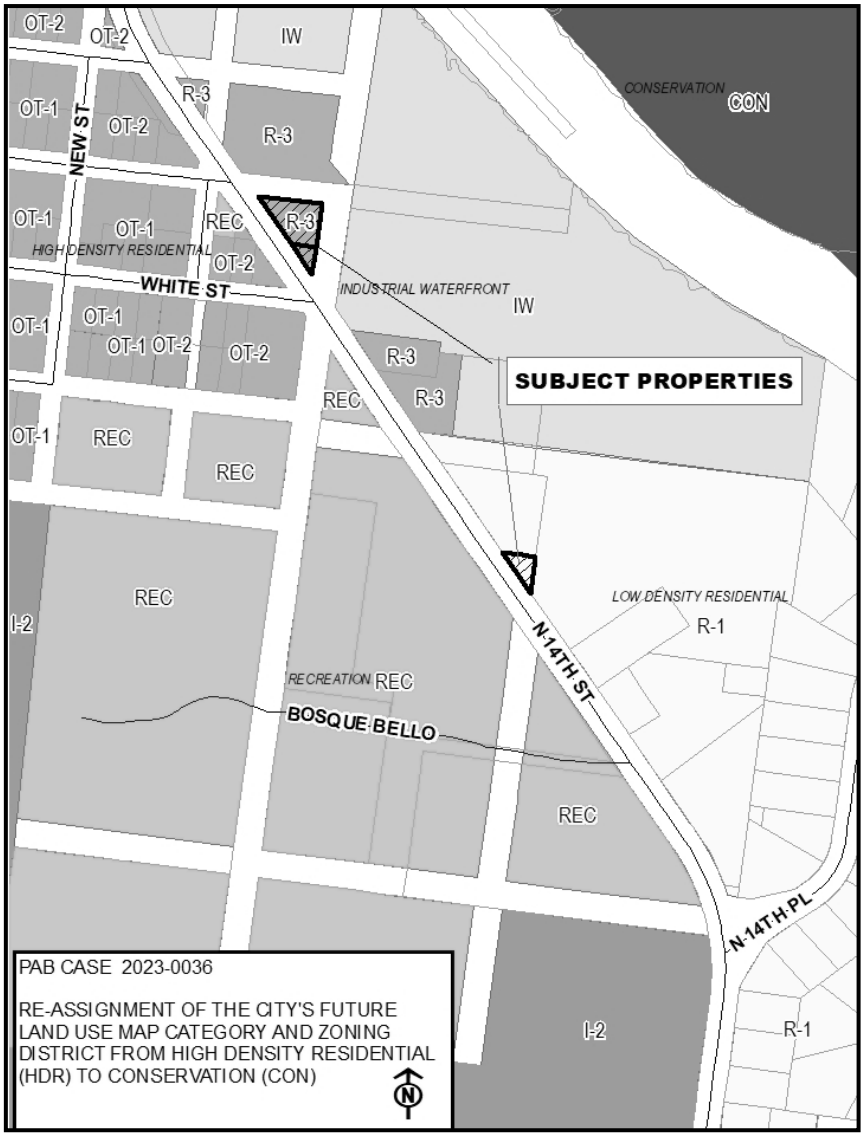


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

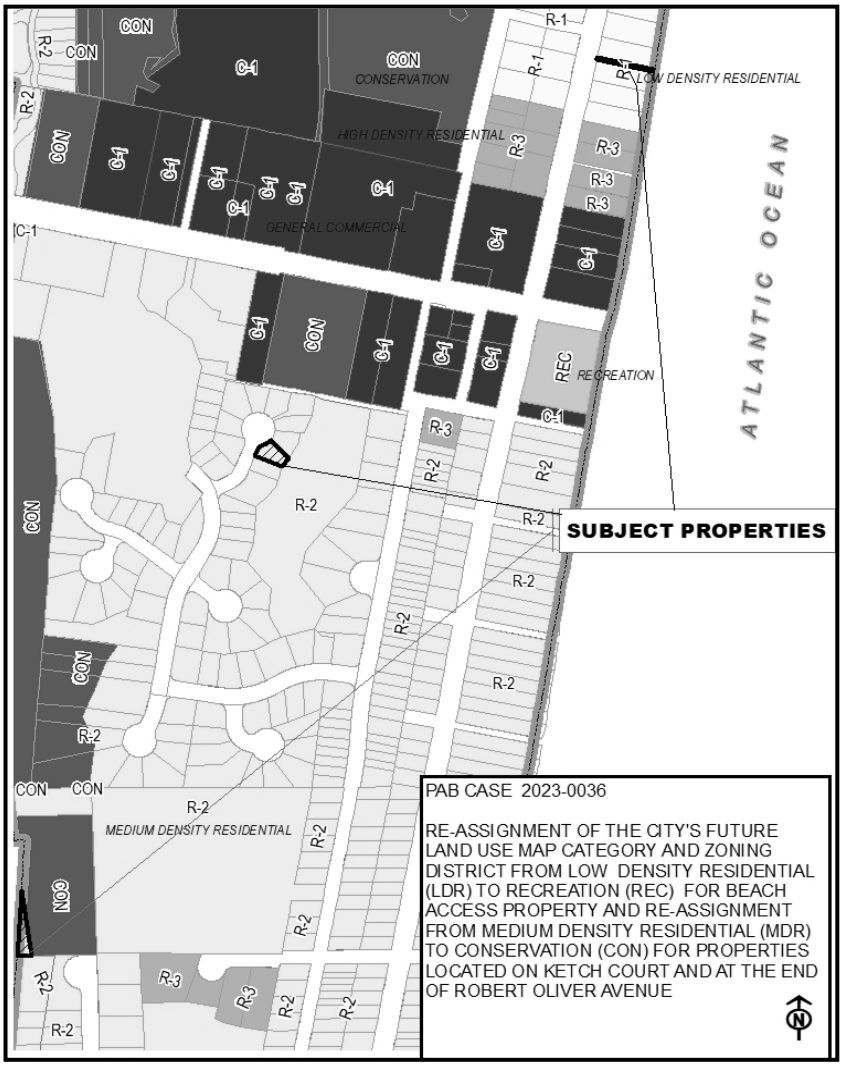
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

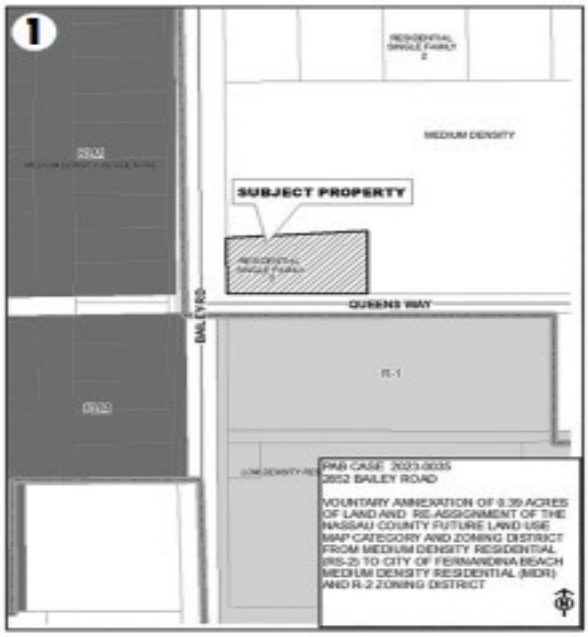
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

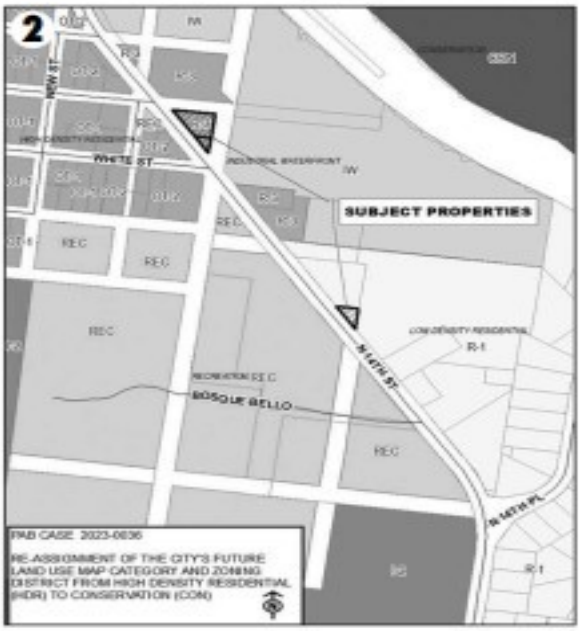
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

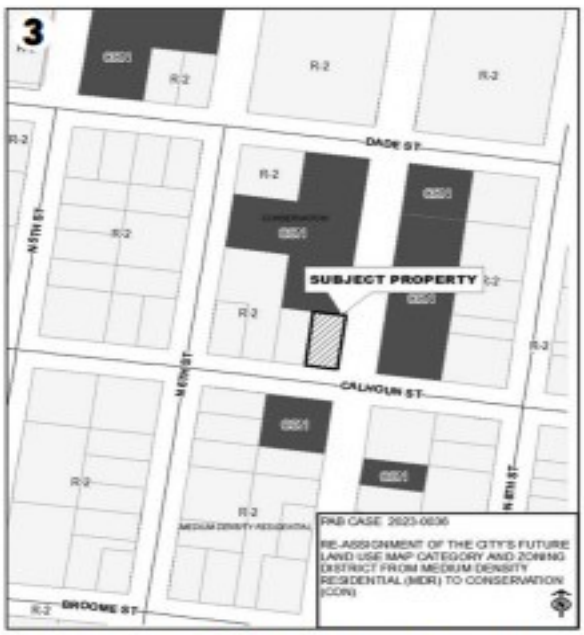
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-13 (Legislative)
Future Land Use Map Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-13 at First Reading.

SYNOPSIS: In December 2022, the City Commission approved a Deed of Dedication for 0.06 acres of land on the western portion of 565 S. Fletcher Ave for purposes of conservation and open space. This ordinance changes the future land use of this city-owned property as well as City-owned property located at Kentucky and 1st Ave from Low Density Residential (LDR) to Conservation (CON). The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-13 at First Reading.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I — Date: March 21, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from Low Density Residential (LDR) Future Land Use Map; 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 March 8, 2023, 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 February 22, 2023.

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 Conservation for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Low Density Residential (LDR) to Conservation (CON).

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 _____, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

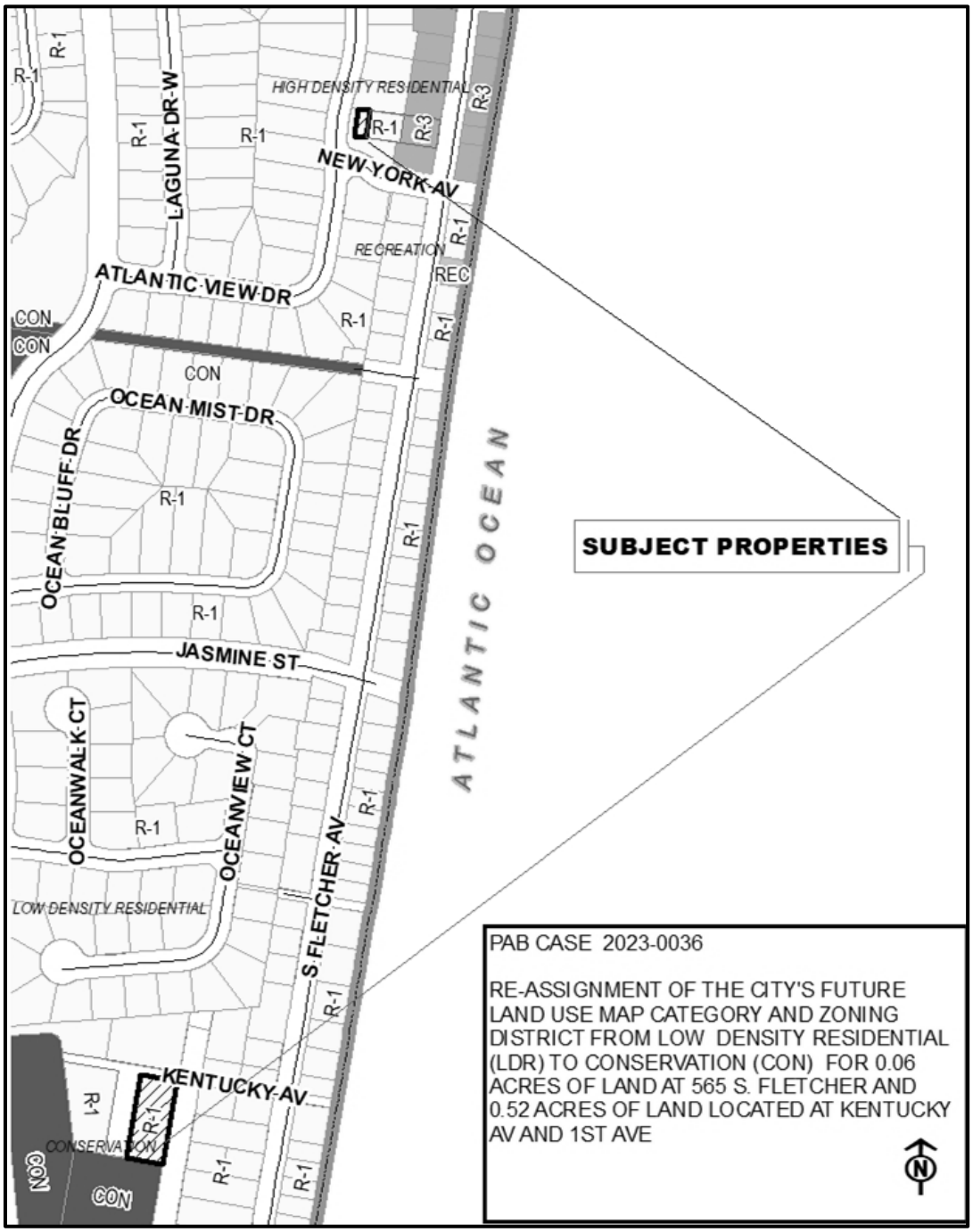
APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTIES LOCATED AT 565 S. FLETCHER AVE TOTALING 0.06 ACRES OF LAND AND 0.52 ACRES OF LAND LOCATED AT KETUCKY AVE AND 1ST AVE; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Inst. Number: 202245041752 Book: 2609 Page: 1330 Page 1 of 5 Date: 12/21/2022 Time: 2:37 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2022-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FOR 0.06 ACRES OF VACANT LAND TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Victor Lee Hyatt II and Starr Nicole Hanlon Hyatt wish to dedicate the rear portion of their property parcel located at 565 South Fletcher Avenue (the "Property") to the City for the purposes of conservation and open space; and

WHEREAS, the Property is split zoned and contains two zoning and land use categories assigned to it which prevent the Hyatt's from reconstruction on the Property for use as a short-term rental; and

WHEREAS, the 0.06 acres is vacant and undisturbed land containing remnant dune topography that would add to the City's conservation land inventory and add conservation acreage to enhance the City's community rating system points for flood protection; and

WHEREAS, City Staff is directed to initiate a small-scale Future Land Use Map and Zoning Map change to Conservation for the 0.06 acres of land as consistent with the terms under the deed of dedication; and

WHEREAS, the City Commission wishes to accept the Deed of Dedication from the Hyatt's.

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 Deed of Dedication, attached hereto as Exhibit "1".

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

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

ADOPTED this 20th of December, 2022.

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Resolution 2022-225
Exhibit "1"

This Instrument prepared by:
WESLEY R. POOLE, Esquire
303 Centre St., Ste 200
Fernandina Beach, FL 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.

QUIT-CLAIM DEED OF DEDICATION

THIS QUIT-CLAIM DEED OF DEDICATION made this 20th day of December, 2022, by and between **VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT,** Husband and Wife, party of the first part, and **CITY OF FERNANDINA BEACH,** a Florida municipal corporation, whose address is: 204 Ash Street, Fernandina Beach, FL 32034, party of the second part,

WITNESSETH: That the said party of the first part, does dedicate, release, remise and quitclaim to party of the second part, and by these presents does dedicate, remise, release and quitclaim unto the said party of the second part, to have and to hold for the public use of Conservation and Open Space, the following described land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, to-wit:

A portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the Southwest corner of Lot 5, Block 4, OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of Tract "B," 'OCEAN VIEW ESTATES,' according to the plat thereof recorded in Plat Book 6, page 25, of the public records of Nassau County, Florida, a distance of 89.57 feet to the POINT OF BEGINNING; thence continue North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of said Tract "B,""OCEAN VIEW ESTATES,' a distance of 35.00 feet; thence North 09°55'58" East, along the Westerly line of said lands described in Official Records Book 2192, page 671, and along the Easterly perimeter of said Tract"B," 'OCEAN VIEW ESTATES,' a distance of 75.13 feet ; thence South 81°29'13" East, along the Northerly line of said lands described in Official Records Book 2192, page 671, a distance of 35.00 feet; thence South 09°55'58" West, a distance of 75.11 feet to the Point of Beginning.

Containing 0.06 acres, more or less.

TOGETHER WITH an easement for ingress and egress over and across the following described parcel:

A portion of Lot 5, Block 4, of OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida, and a portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, all being more particularly described as follows:

Begin at the Southwest corner of said Lot 5, also known as the Southeast corner of said lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the Southerly line of last said lands, a distance of 89.57 feet; thence North 09°55'59" West a distance of 10.00 feet; thence South 81°30'52" East, a distance of 191.32 feet to intersect the Westerly right-of-way line of South Fletcher Avenue (60 foot right-of-way); thence South 08°22'00" West, along the East line of said Lot 5 and Westerly right-of-way line of said South Fletcher Avenue, a distance 10.00 feet; thence departing said right-of-way, North 81°30'52" West, along said Southerly line of Lot 5, a distance of 102.02 feet to the point of beginning.

Parcel ID No.: a part of 00-00-31-1520-0004-0050.

Subject to all mortgages, easements, limitations, reservations and restrictions of record, if any, which are specifically not extended or reimposed hereby and to taxes and assessments for the year 2022 and subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; **PROVIDED, HOWEVER,** that this dedication is made and accepted upon the condition that the property herein dedicated is to be used and administered forever for the uses herein-above stated, for the benefit of persons residing in the City of Fernandina Beach, Florida. The property

herein dedicated is to be used and administered under such regulations consistent with the other conditions set forth herein as may from time to time hereafter be established by the City Commission of the City of Fernandina Beach, for the purpose of safeguarding the realty and any vegetation or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of the City of Fernandina Beach from any uses of or conditions in or upon the realty that are or may be detrimental to the amenities of the neighborhood.

If any part of the property herein dedicated shall not be used and maintained for any of the purposes stated above, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with such purposes, then all the right, title and interest in and to the property and to the improvements thereon shall revert to and revest in the party of the first part, or its successors or assigns, as fully and completely as if this instrument had not been executed.

The dedication of the above-described land is given with the express understanding, and party of the first part especially stipulates, that in the event that the above-described land and premises or any part thereof shall be conveyed by the party of the second part, or their successors, the above tract of land shall revert to the party of the first part, or its successors or assigns, together with the right of immediate possession thereof.

Party of the First Part warrants that the subject property is not their homestead, nor connected to nor a part of their homestead.

Note to Clerk: This is a conveyance of real property unencumbered by any mortgage, without any new consideration. Thus, only minimum documentary stamps are being affixed and paid hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
in the PRESENCE of:

Witness: Harrison W. Poole

Witness:

VICTOR LEE HYATT, II

STARR NICOLE HANLON HYATT

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT, husband and wife, who appeared in physical person before me, and who are personally known to me or who have produced GA Driver's License as identification.

Harrison W. Poole
Comm.: HH 128030
My Commission Expires:
Aug. 30, 2025

Notary Public in and for the
County and State aforesaid
Name Of Notary: Harrison W. Poole
My Commission Expires:

MAP OF BOUNDARY SURVEY

A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING ALSO A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

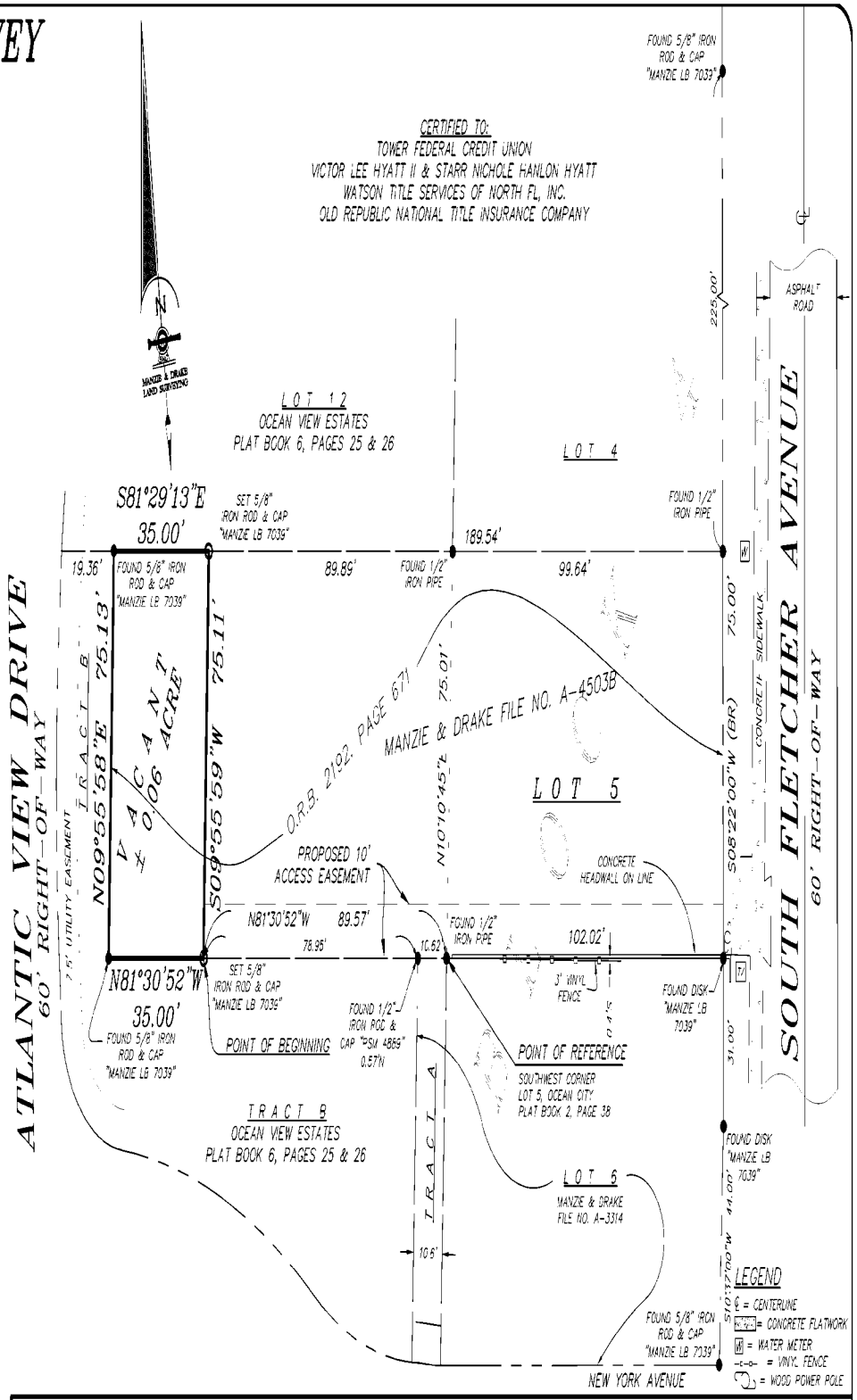
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 4, OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF TRACT 'B', "OCEAN VIEW ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 25, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 89.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 35.00 FEET; THENCE NORTH 09°55'58" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE EASTERLY PERIMETER OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 75.13 FEET THENCE SOUTH 81°29'13" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, A DISTANCE OF 35.00 FEET; THENCE SOUTH 09°55'59" WEST, A DISTANCE OF 75.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES, MORE OR LESS.

TOGETHER WITH A 10 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF LOT 5, BLOCK 4, OF OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 5, ALSO KNOWN AS THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 89.57 FEET; THENCE NORTH 09°55'59" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 81°30'52" EAST A DISTANCE OF 191.32 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLETCHER AVENUE (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 08°22'00" WEST, ALONG THE EAST LINE OF SAID LOT 5 AND WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH FLETCHER AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 81°30'52" WEST, ALONG SAID SOUTHERLY LINE OF LOT 5, A DISTANCE OF 102.02 FEET TO THE POINT OF BEGINNING.



SURVEY NOTES:

1) The "Legal Description" hereon was prepared by this surveyor.
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) Bearings shown hereon are based on S08°22'00"W for the westerly right-of-way line of South Fletcher Avenue. The bearing reference line is indicated as "thus (BR).
5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0241 G" Dated "06/02/2017". 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.

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.

10/4/2022

MICHAEL A. MANZIE, P.L.S. 4069

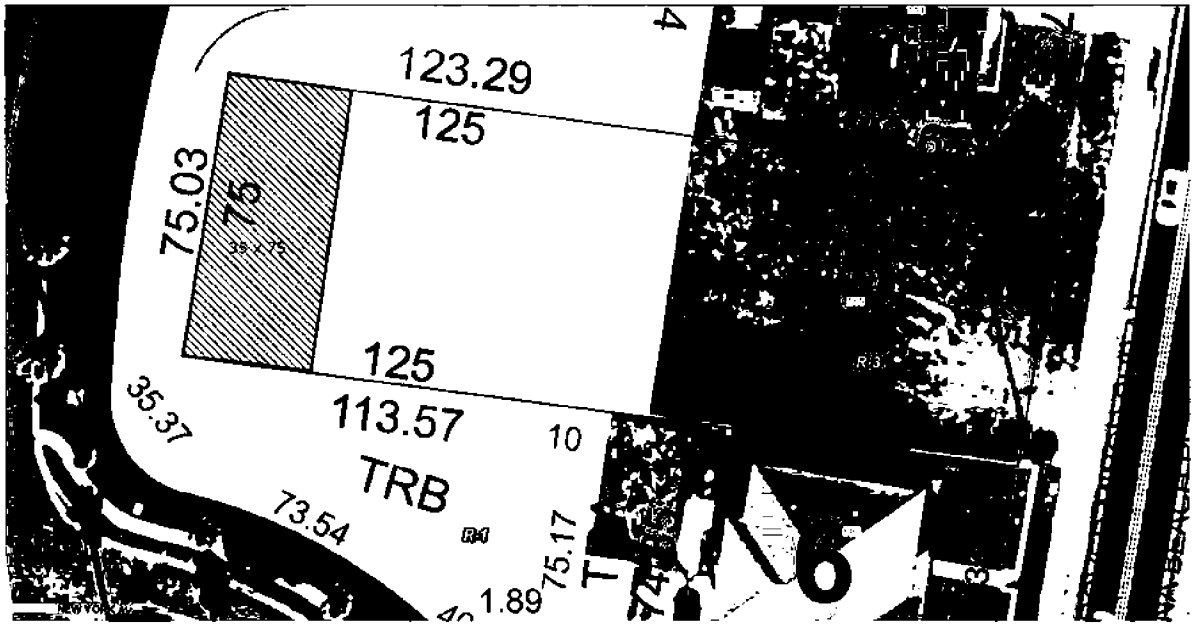
MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=30' JOB NO: 20247 DATE: 9/16/2022 CADD: BMD

F.B. NO: X-311 PAGE NO: 39 FIELD CREW: DC FILE NO: A-4503A

Parcel Map



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

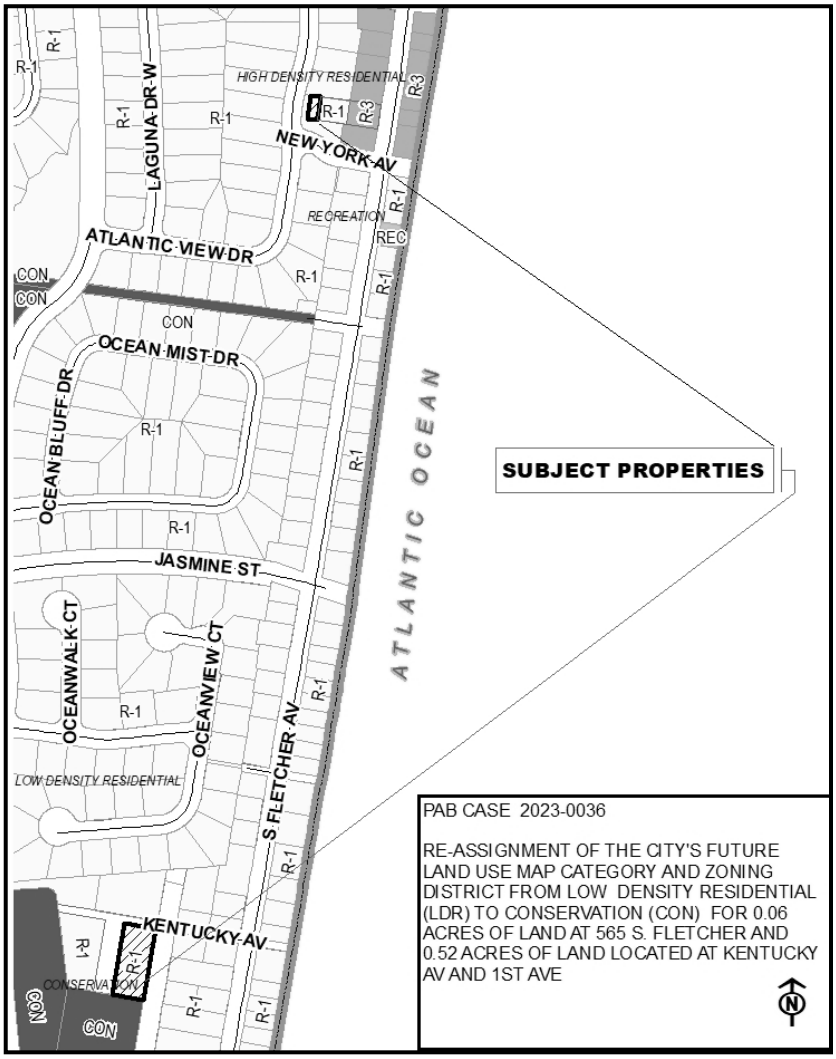
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



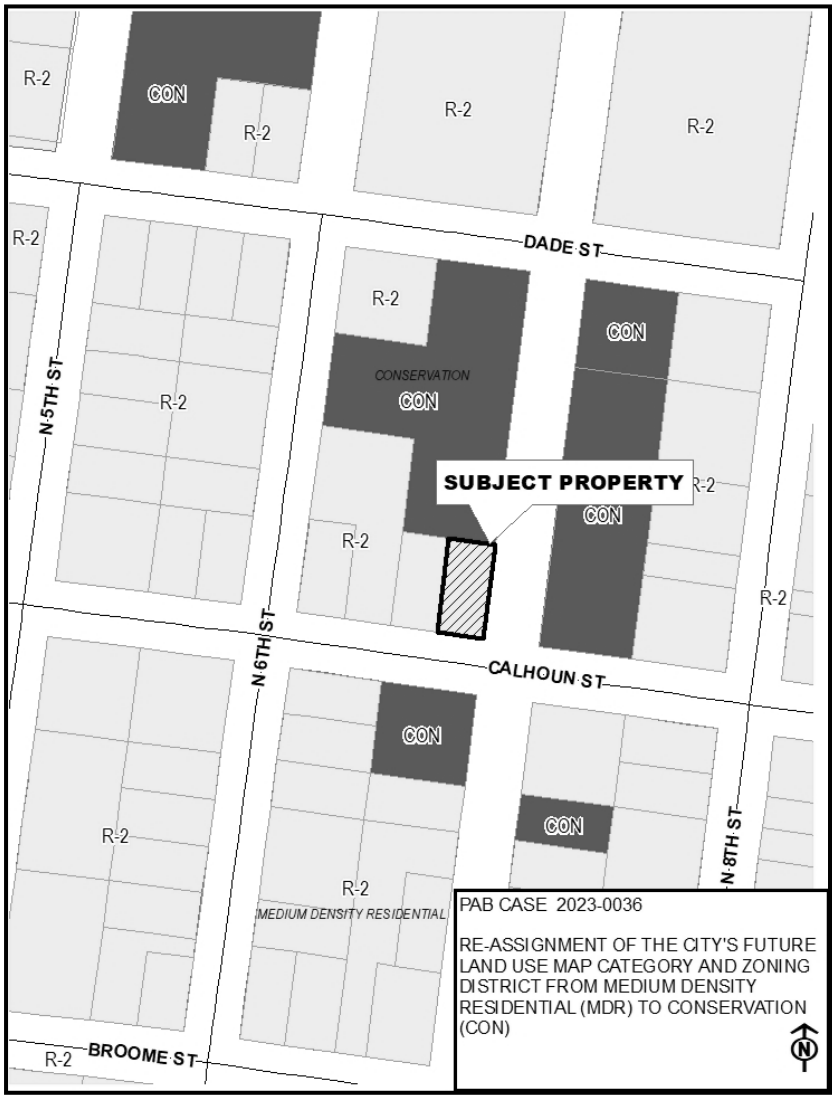
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

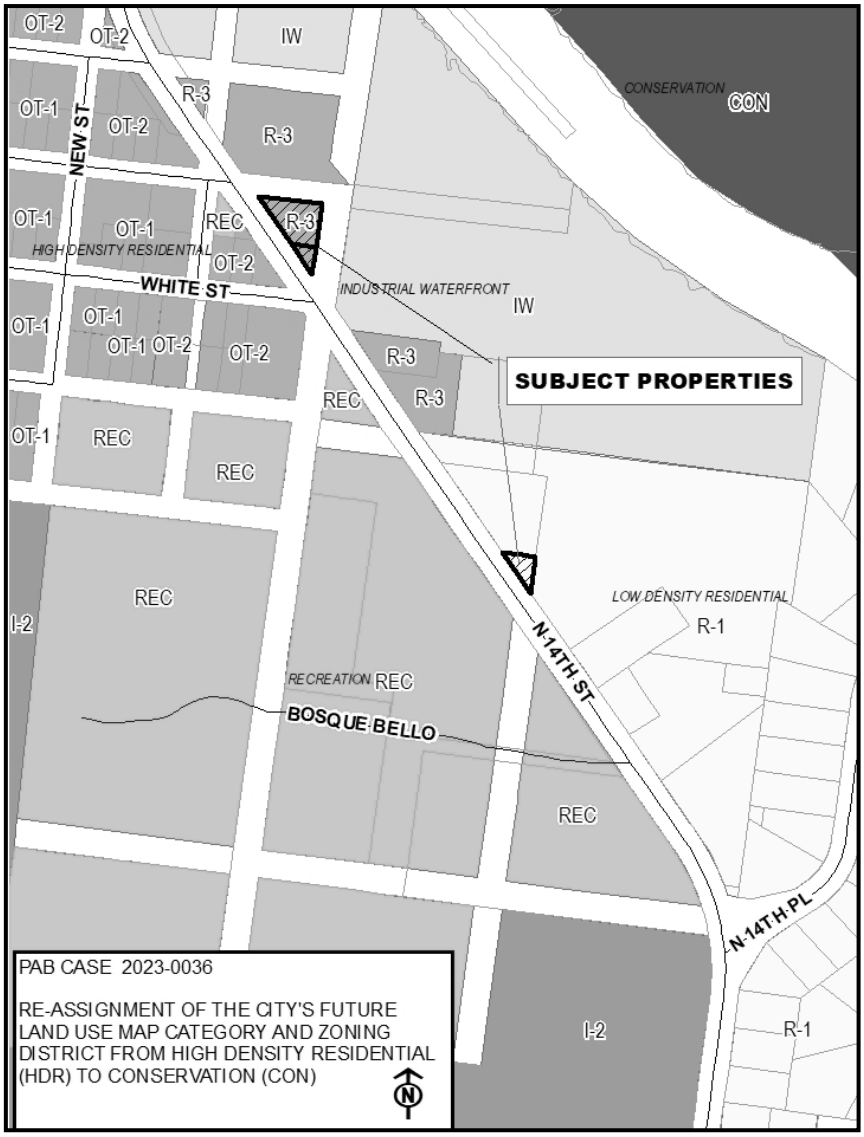


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

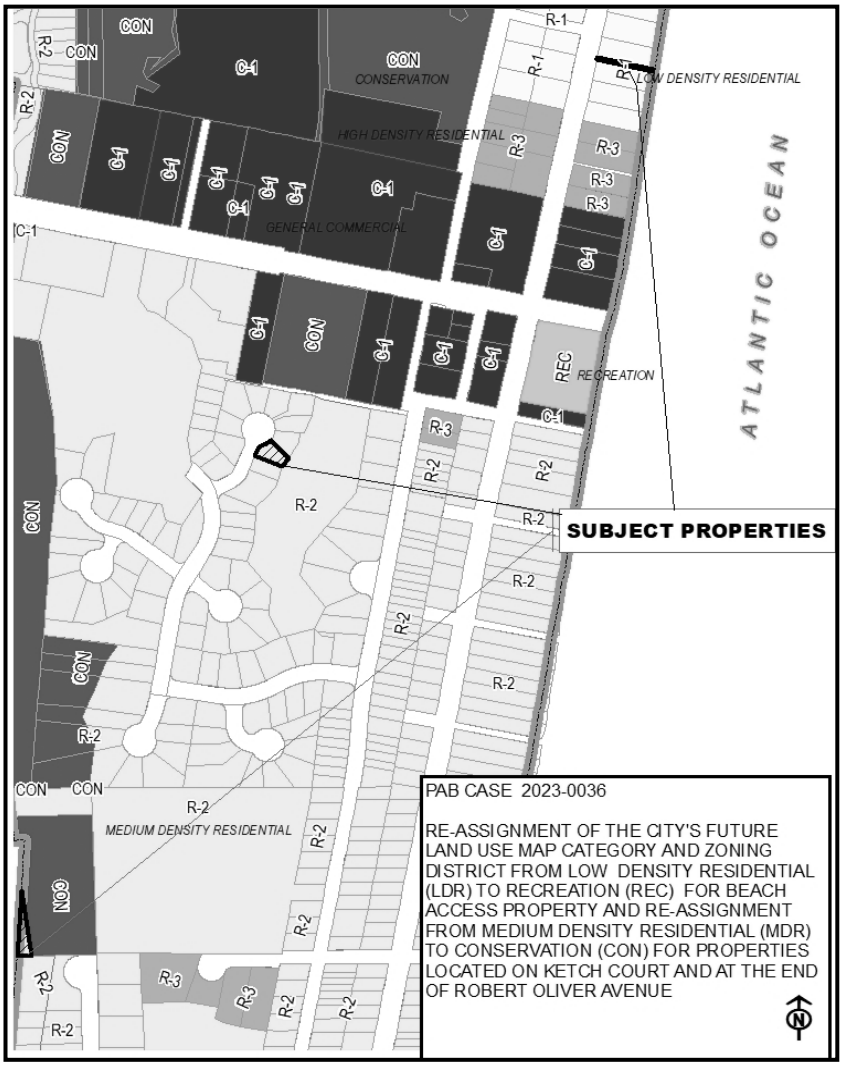
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

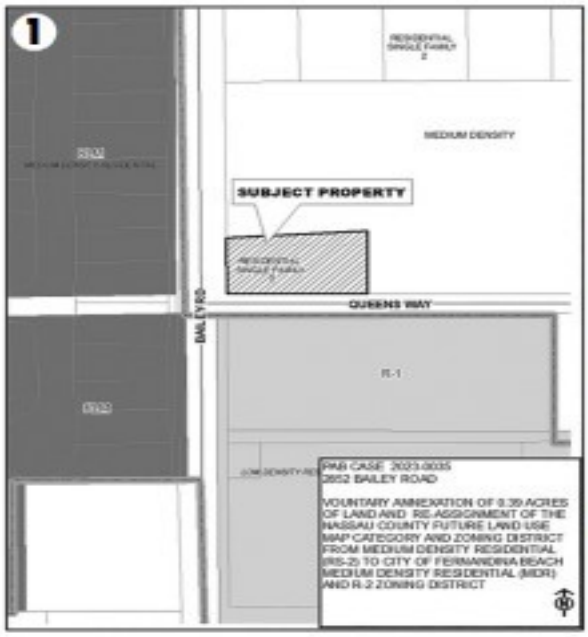
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

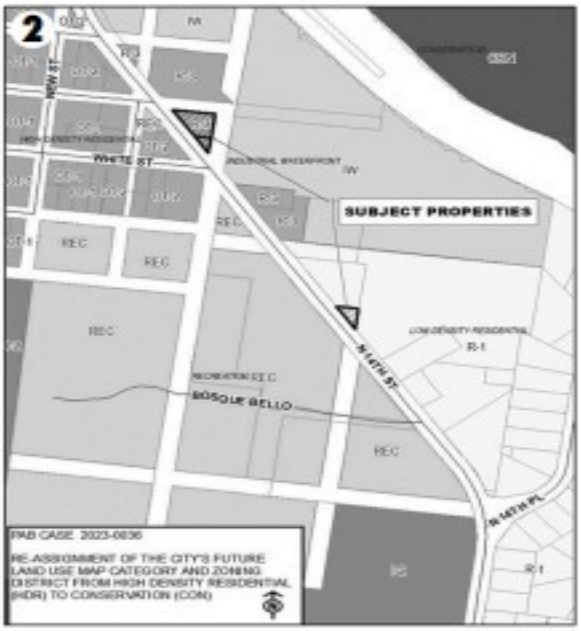
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

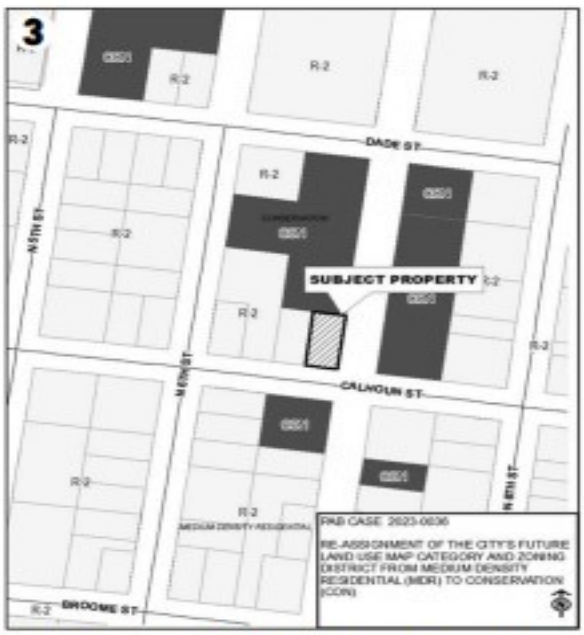
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

2. ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MEETING MINUTES

4.1 Approval of Minutes for the Regular Meeting of February 8, 2023

4.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

5. OLD BUSINESS

There were no Old Business items to discuss.

6. NEW BUSINESS

6.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, 20 S. 4th Street, spoke about the stormwater engineering.

Public comment was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public comment was closed.
ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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 voice vote, and being all ayes, carried.

6.2 PAB 2023-0035 - CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case.

Board members discussed density and different residential zoning districts.

Public comment was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2023-0035 to the City Commission; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time. MODIFIED RECOMMENDAATION TO LOW-DENSITY RESIDENTIAL

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

6.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes.

Wally Greeves, 1906 1st Ave., inquired about the voting process for this case.

Separate motion and vote for 613 Calhoun St. to make it PI zoned.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of property located at 613 Calhoun Street as part of PAB case 2023-0035 to the City Commission; AND that property located at 613 Calhoun Street as part of PAB case 2023-0035 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 voice vote, and being all ayes, carried.

Dee, 2328 Sadler Rd., inquired about the purchase history of the Ketch Court parcel.

Wally Greeves, 1906 1st Ave., clarified that there is a beach walkover and expressed a concern about the recreational zoning designation.

Pamela, 1947 S. Fletcher Ave., asked for clarity on maintenance of the beach walkover.

Donna Haines, 1929 S. Fletcher Ave., inquired about other beach access zoning.

Margaret Kirkland, 1377 Plantation Point Drive., asked about the Roosevelt Ave. right-of-way.
Melinda, 2845 Robert Oliver Ave., asked about permissible uses in the conservation zoning district.

Paul Morrison, 2820 Kentucky Ave., clarified that the Kentucky Ave. parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0035 to the City Commission; AND that PAB case 2023-0035 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 voice vote, and being all ayes, carried.

7. BOARD BUSINESS

7.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to elect Member Robas as Chair.

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

7.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

8. STAFF REPORT

8.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

8.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson provided the Board with an overview of the proposed amendments that will come before them at the April meeting.

9. PUBLIC COMMENT

No parties wished to speak.

10. ADJOURNMENT 7:00

Taylor Hartmann. Recording Secretary

Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-14
Zoning Map Change - 565 S. Fletcher Ave, Kentucky Ave and 1st Ave

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-14 at First Reading

SYNOPSIS: In December 2022, the City Commission approved a Deed of Dedication for 0.06 acres of land on the western portion of 565 S. Fletcher Ave for purposes of conservation and open space. This ordinance changes the zoning this City-owned property as well as City-owned property located at Kentucky and 1st Ave from Low Density Residential (R-1) to Conservation (CON). The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No action to be taken at this time, as this is a Quasi-Judicial Hearing.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I

Date: March 21, 2023

COMMISSION ACTION:

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from Low Density Residential (R-1) District; 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 March 8, 2023, 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 February 22, 2023.

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 Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Low Density Residential (R-1) to Conservation (CON).

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 _____ 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

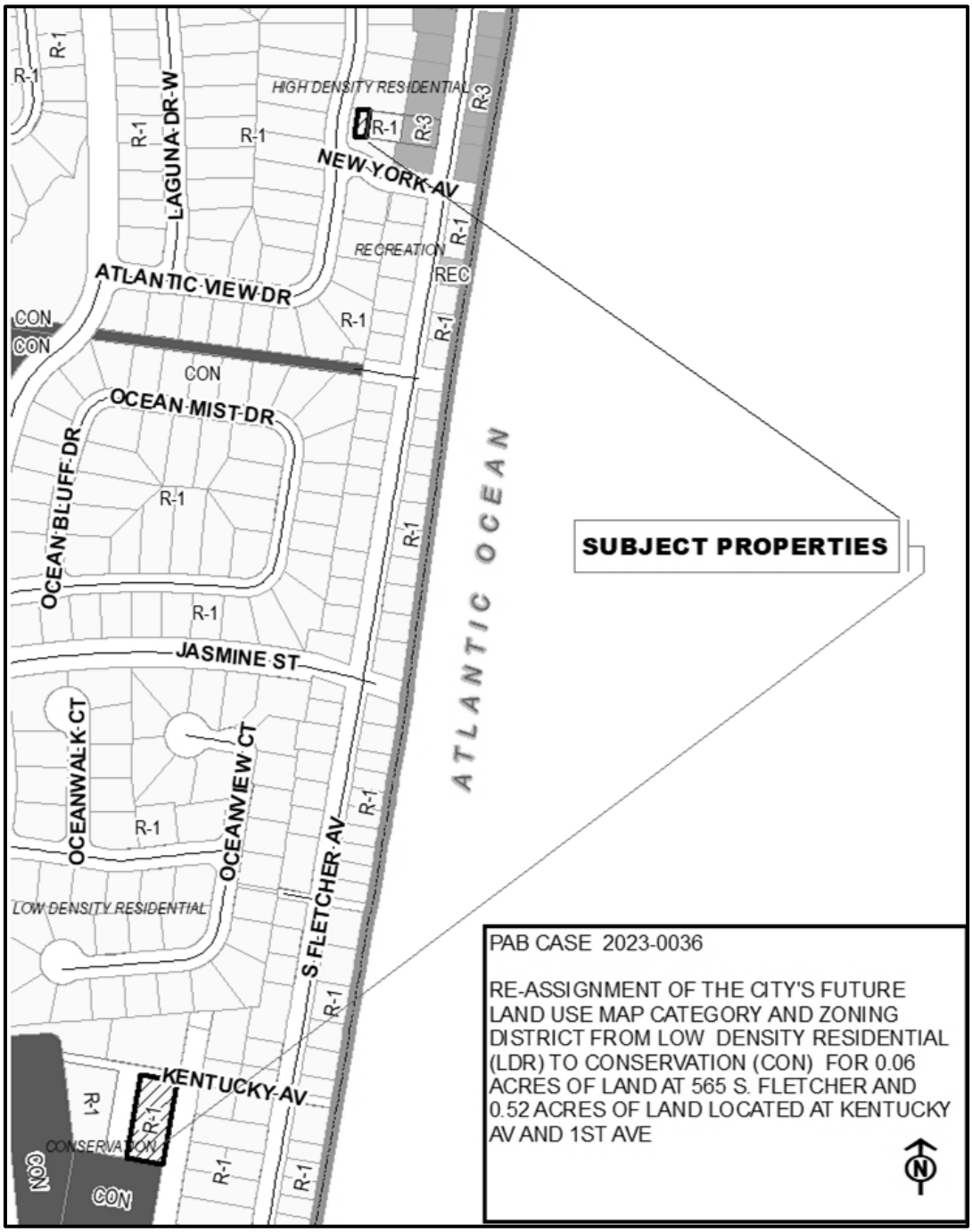
APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTIES LOCATED AT 565 S. FLETCHER AVE TOTALING 0.06 ACRES OF LAND AND 0.52 ACRES OF LAND LOCATED AT KETUCKY AVE AND 1ST AVE; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Inst. Number: 202245041752 Book: 2609 Page: 1330 Page 1 of 5 Date: 12/21/2022 Time: 2:37 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2022-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FOR 0.06 ACRES OF VACANT LAND TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Victor Lee Hyatt II and Starr Nicole Hanlon Hyatt wish to dedicate the rear portion of their property parcel located at 565 South Fletcher Avenue (the "Property") to the City for the purposes of conservation and open space; and

WHEREAS, the Property is split zoned and contains two zoning and land use categories assigned to it which prevent the Hyatt's from reconstruction on the Property for use as a short-term rental; and

WHEREAS, the 0.06 acres is vacant and undisturbed land containing remnant dune topography that would add to the City's conservation land inventory and add conservation acreage to enhance the City's community rating system points for flood protection; and

WHEREAS, City Staff is directed to initiate a small-scale Future Land Use Map and Zoning Map change to Conservation for the 0.06 acres of land as consistent with the terms under the deed of dedication; and

WHEREAS, the City Commission wishes to accept the Deed of Dedication from the Hyatt's.

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 Deed of Dedication, attached hereto as Exhibit "1".

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

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

ADOPTED this 20th of December, 2022.

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Resolution 2022-225
Exhibit "1"

This Instrument prepared by:
WESLEY R. POOLE, Esquire
303 Centre St., Ste 200
Fernandina Beach, FL 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.

QUIT-CLAIM DEED OF DEDICATION

THIS QUIT-CLAIM DEED OF DEDICATION made this 20th day of December, 2022, by and between **VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT,** Husband and Wife, party of the first part, and **CITY OF FERNANDINA BEACH,** a Florida municipal corporation, whose address is: 204 Ash Street, Fernandina Beach, FL 32034, party of the second part,

WITNESSETH: That the said party of the first part, does dedicate, release, remise and quitclaim to party of the second part, and by these presents does dedicate, remise, release and quitclaim unto the said party of the second part, to have and to hold for the public use of Conservation and Open Space, the following described land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, to-wit:

A portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the Southwest corner of Lot 5, Block 4, OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of Tract "B," 'OCEAN VIEW ESTATES,' according to the plat thereof recorded in Plat Book 6, page 25, of the public records of Nassau County, Florida, a distance of 89.57 feet to the POINT OF BEGINNING; thence continue North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of said Tract "B,""OCEAN VIEW ESTATES,' a distance of 35.00 feet; thence North 09°55'58" East, along the Westerly line of said lands described in Official Records Book 2192, page 671, and along the Easterly perimeter of said Tract"B," 'OCEAN VIEW ESTATES,' a distance of 75.13 feet ; thence South 81°29'13" East, along the Northerly line of said lands described in Official Records Book 2192, page 671, a distance of 35.00 feet; thence South 09°55'58" West, a distance of 75.11 feet to the Point of Beginning.

Containing 0.06 acres, more or less.

TOGETHER WITH an easement for ingress and egress over and across the following described parcel:

A portion of Lot 5, Block 4, of OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida, and a portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, all being more particularly described as follows:

Begin at the Southwest corner of said Lot 5, also known as the Southeast corner of said lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the Southerly line of last said lands, a distance of 89.57 feet; thence North 09°55'59" West a distance of 10.00 feet; thence South 81°30'52" East, a distance of 191.32 feet to intersect the Westerly right-of-way line of South Fletcher Avenue (60 foot right-of-way); thence South 08°22'00" West, along the East line of said Lot 5 and Westerly right-of-way line of said South Fletcher Avenue, a distance 10.00 feet; thence departing said right-of-way, North 81°30'52" West, along said Southerly line of Lot 5, a distance of 102.02 feet to the point of beginning.

Parcel ID No.: a part of 00-00-31-1520-0004-0050.

Subject to all mortgages, easements, limitations, reservations and restrictions of record, if any, which are specifically not extended or reimposed hereby and to taxes and assessments for the year 2022 and subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; **PROVIDED, HOWEVER,** that this dedication is made and accepted upon the condition that the property herein dedicated is to be used and administered forever for the uses herein-above stated, for the benefit of persons residing in the City of Fernandina Beach, Florida. The property

herein dedicated is to be used and administered under such regulations consistent with the other conditions set forth herein as may from time to time hereafter be established by the City Commission of the City of Fernandina Beach, for the purpose of safeguarding the realty and any vegetation or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of the City of Fernandina Beach from any uses of or conditions in or upon the realty that are or may be detrimental to the amenities of the neighborhood.

If any part of the property herein dedicated shall not be used and maintained for any of the purposes stated above, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with such purposes, then all the right, title and interest in and to the property and to the improvements thereon shall revert to and revest in the party of the first part, or its successors or assigns, as fully and completely as if this instrument had not been executed.

The dedication of the above-described land is given with the express understanding, and party of the first part especially stipulates, that in the event that the above-described land and premises or any part thereof shall be conveyed by the party of the second part, or their successors, the above tract of land shall revert to the party of the first part, or its successors or assigns, together with the right of immediate possession thereof.

Party of the First Part warrants that the subject property is not their homestead, nor connected to nor a part of their homestead.

Note to Clerk: This is a conveyance of real property unencumbered by any mortgage, without any new consideration. Thus, only minimum documentary stamps are being affixed and paid hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
in the PRESENCE of:

Witness: Harrison W. Poole

Witness:

VICTOR LEE HYATT, II

STARR NICOLE HANLON HYATT

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT, husband and wife, who appeared in physical person before me, and who are personally known to me or who have produced GA Driver's License as identification.

Harrison W. Poole
Comm.: HH 128030
My Commission Expires:
Aug. 30, 2025

Notary Public in and for the
County and State aforesaid
Name Of Notary: Harrison W. Poole
My Commission Expires:

MAP OF BOUNDARY SURVEY

A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING ALSO A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

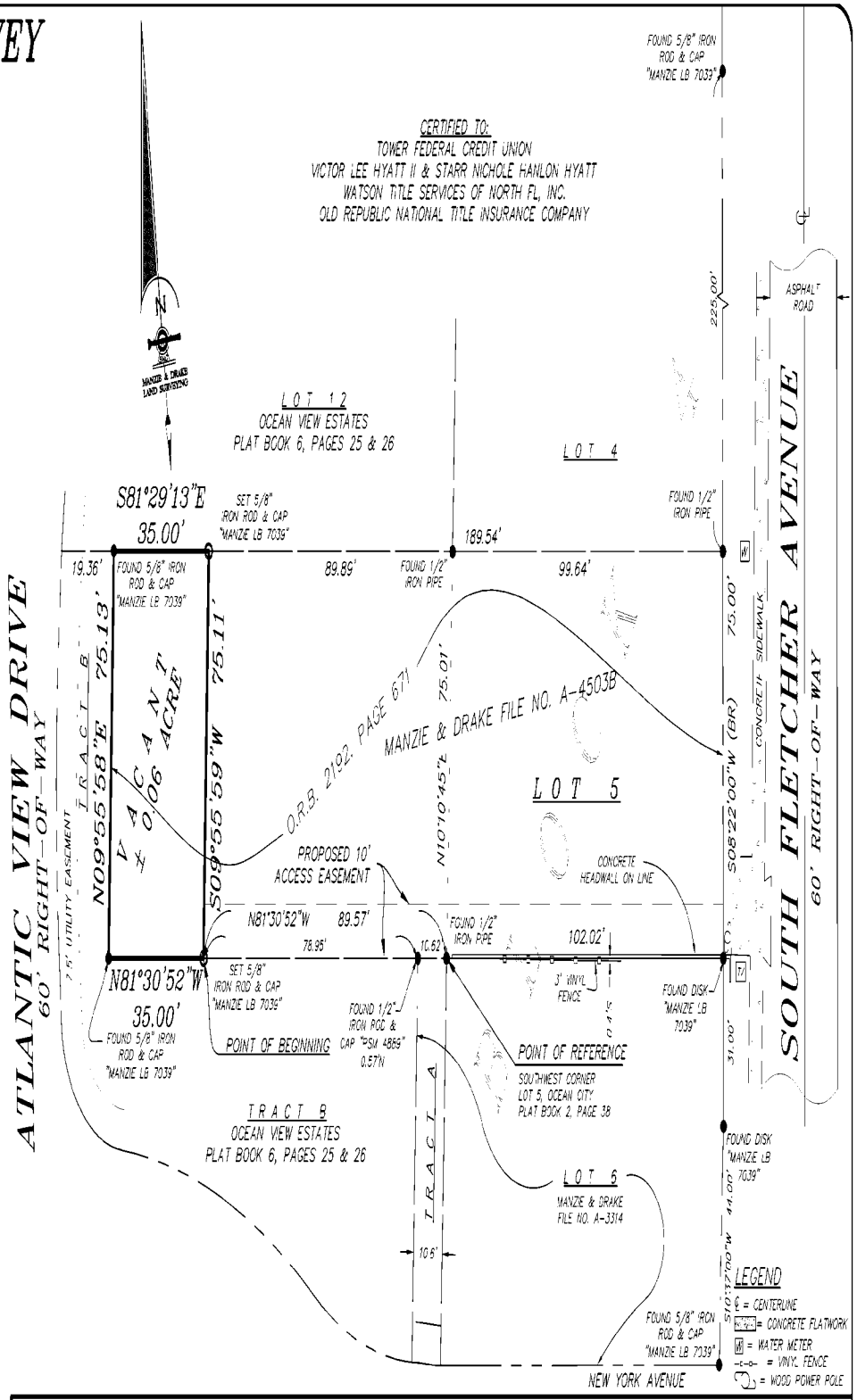
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 4, OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF TRACT 'B', "OCEAN VIEW ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 25, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 89.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 35.00 FEET; THENCE NORTH 09°55'58" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE EASTERLY PERIMETER OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 75.13 FEET THENCE SOUTH 81°29'13" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, A DISTANCE OF 35.00 FEET; THENCE SOUTH 09°55'59" WEST, A DISTANCE OF 75.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES, MORE OR LESS.

TOGETHER WITH A 10 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF LOT 5, BLOCK 4, OF OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 5, ALSO KNOWN AS THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 89.57 FEET; THENCE NORTH 09°55'59" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 81°30'52" EAST A DISTANCE OF 191.32 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLETCHER AVENUE (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 08°22'00" WEST, ALONG THE EAST LINE OF SAID LOT 5 AND WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH FLETCHER AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 81°30'52" WEST, ALONG SAID SOUTHERLY LINE OF LOT 5, A DISTANCE OF 102.02 FEET TO THE POINT OF BEGINNING.



SURVEY NOTES:

1) The "Legal Description" hereon was prepared by this surveyor.
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) Bearings shown hereon are based on S08°22'00"W for the westerly right-of-way line of South Fletcher Avenue. The bearing reference line is indicated as "thus (BR).
5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0241 G" Dated "06/02/2017". 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.

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.

10/4/2022

MICHAEL A. MANZIE, P.L.S. 4069

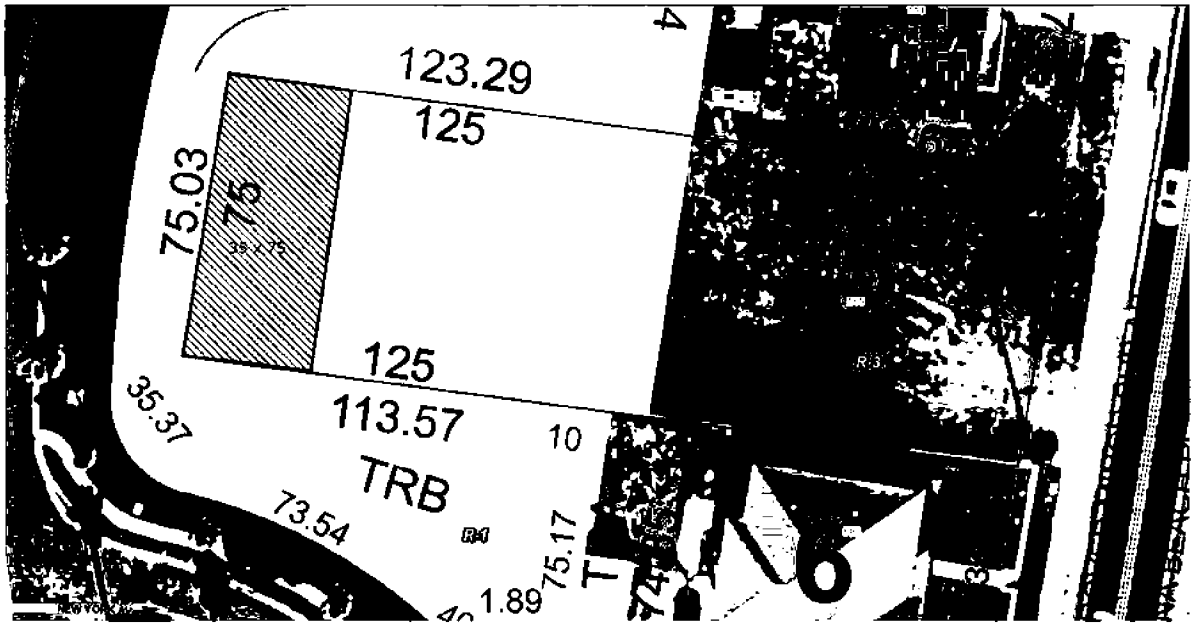
MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=30' JOB NO: 20247 DATE: 9/16/2022 CADD: BMD

F.B. NO: X-311 PAGE NO: 39 FIELD CREW: DC FILE NO: A-4503A

Parcel Map



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

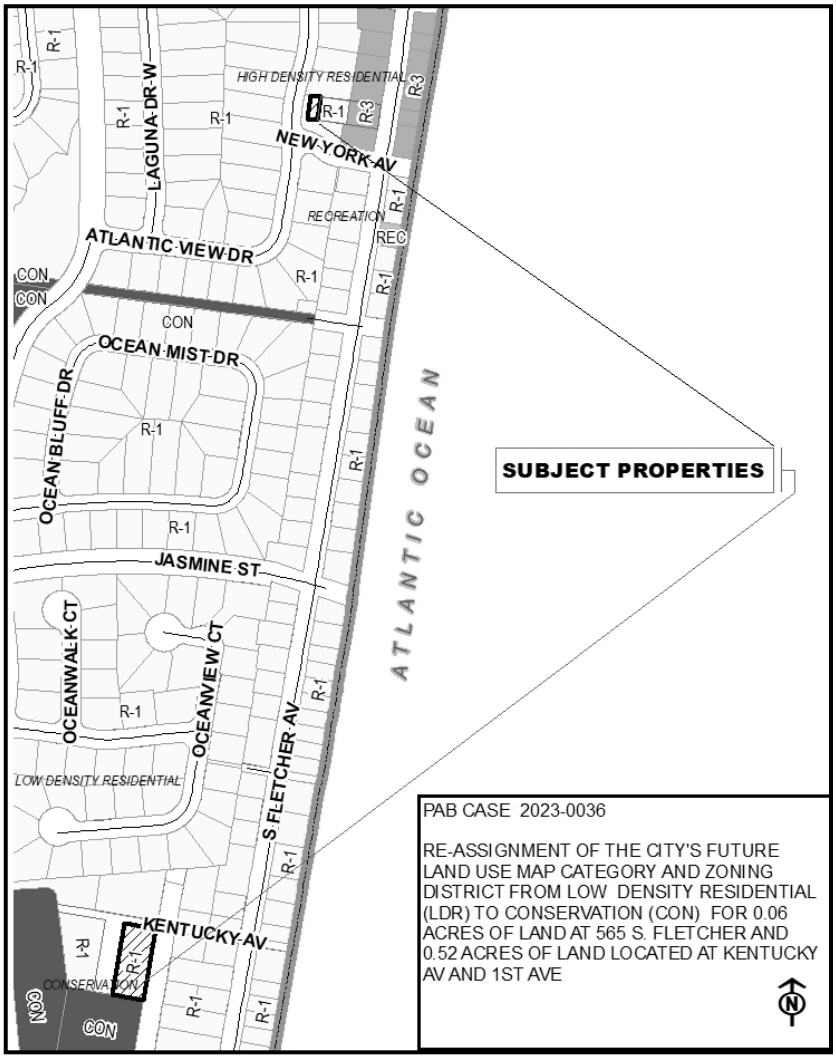
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



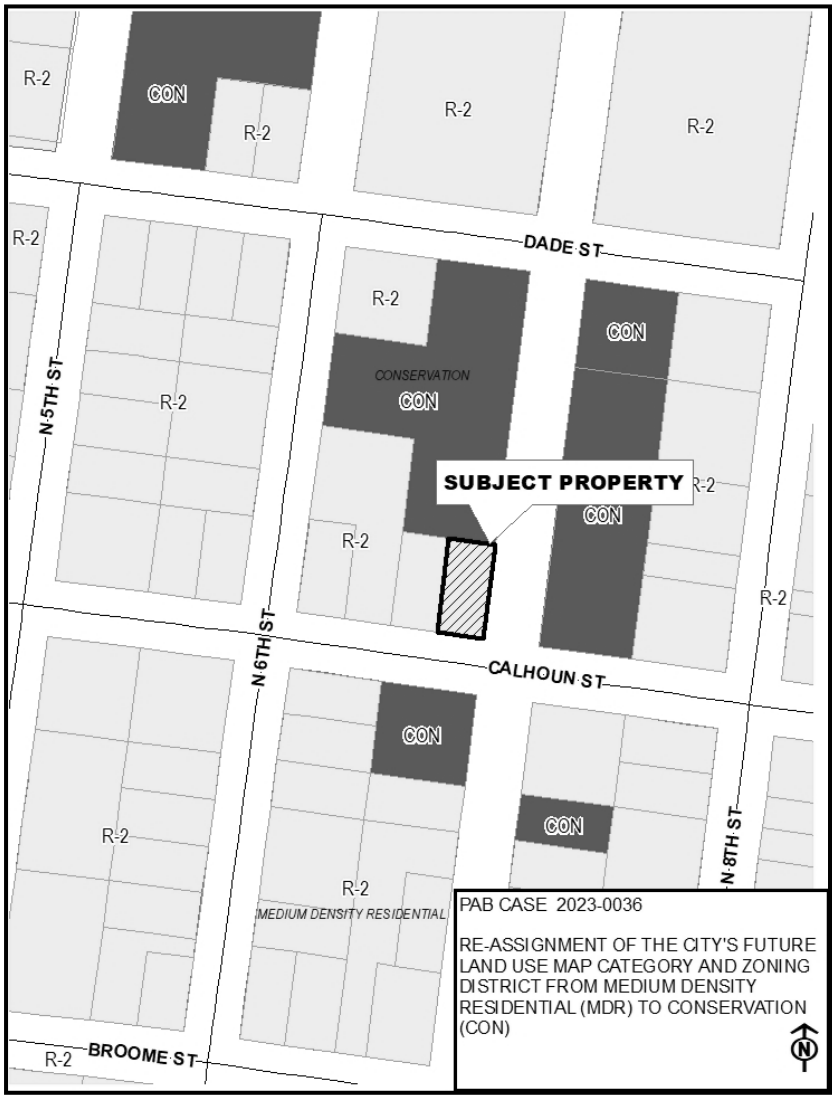
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

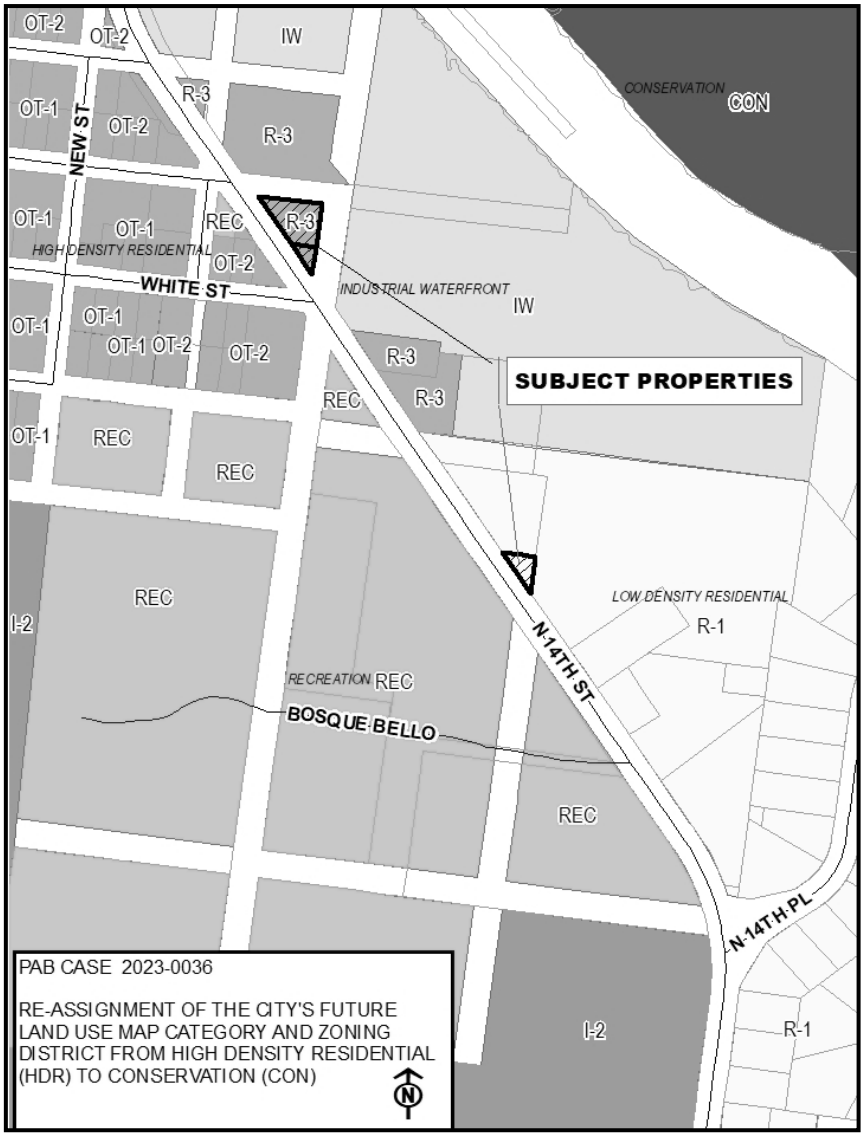


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

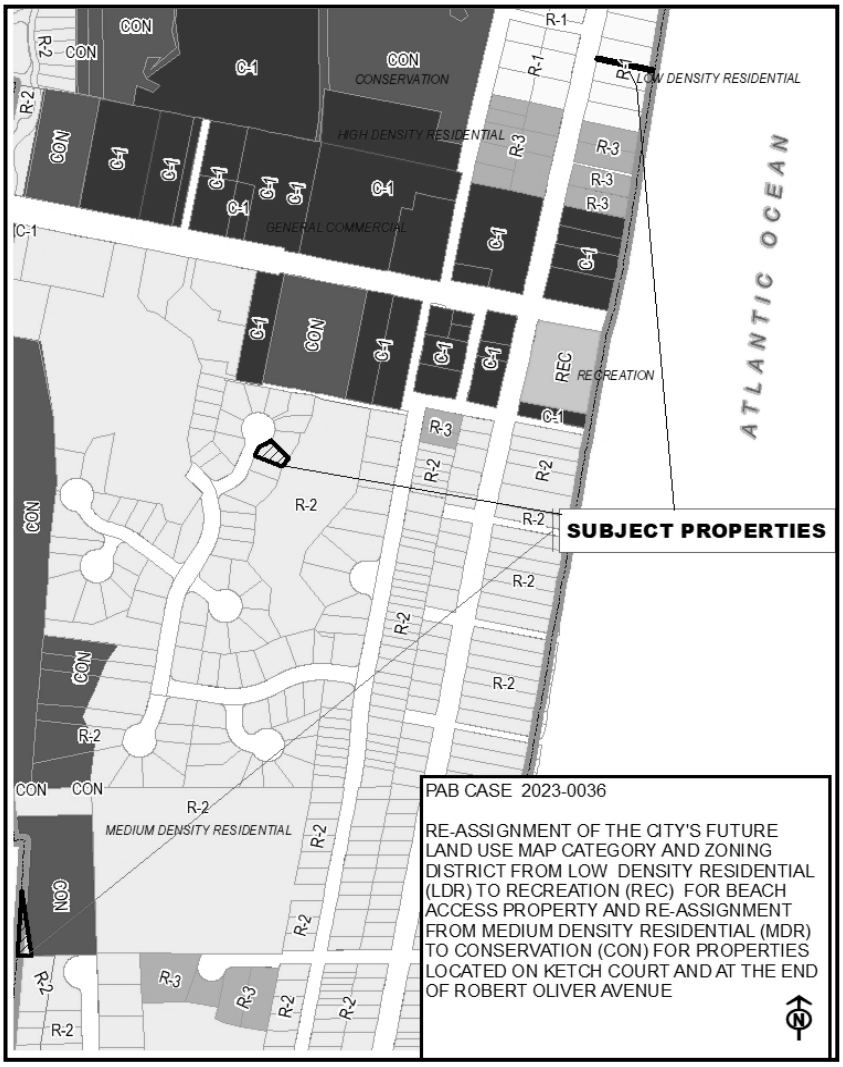
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

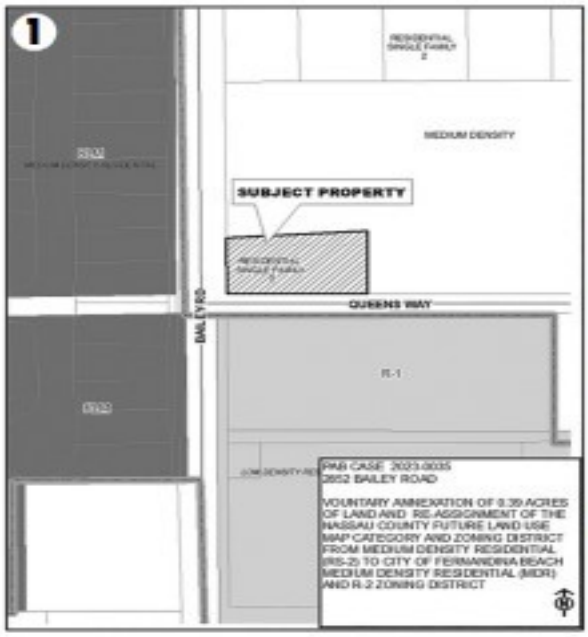
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

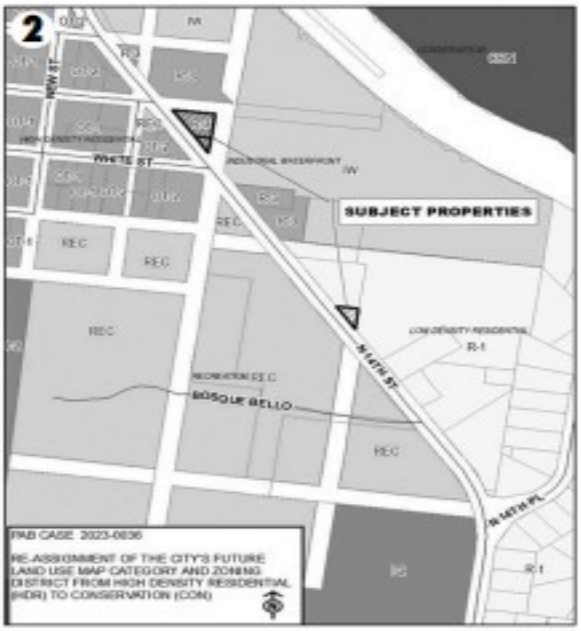
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

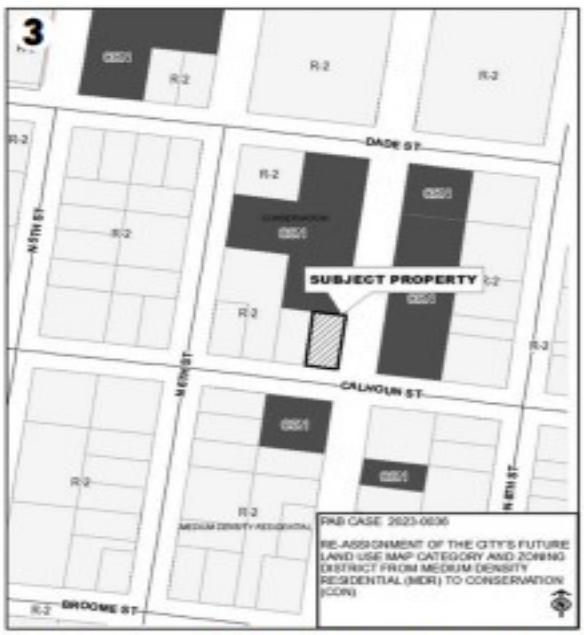
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-15
(Legislative) Future Land Use Map Amendment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-15 at First Reading

SYNOPSIS: This ordinance changes the future land use of the property already owned by the City from Low Density Residential to Conservation. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-15 at First Reading.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I Date: March 21, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Public and Institutional (PI-1) from Medium Density Residential (MDR) Future Land Use Map; 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 March 8, 2023, 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 February 22, 2023.

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 property identified for this change of the Future Land Use Map to Public and Institutional for property 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 Medium Density Residential (MDR) to Public and Institutional (PI-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 _____ 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

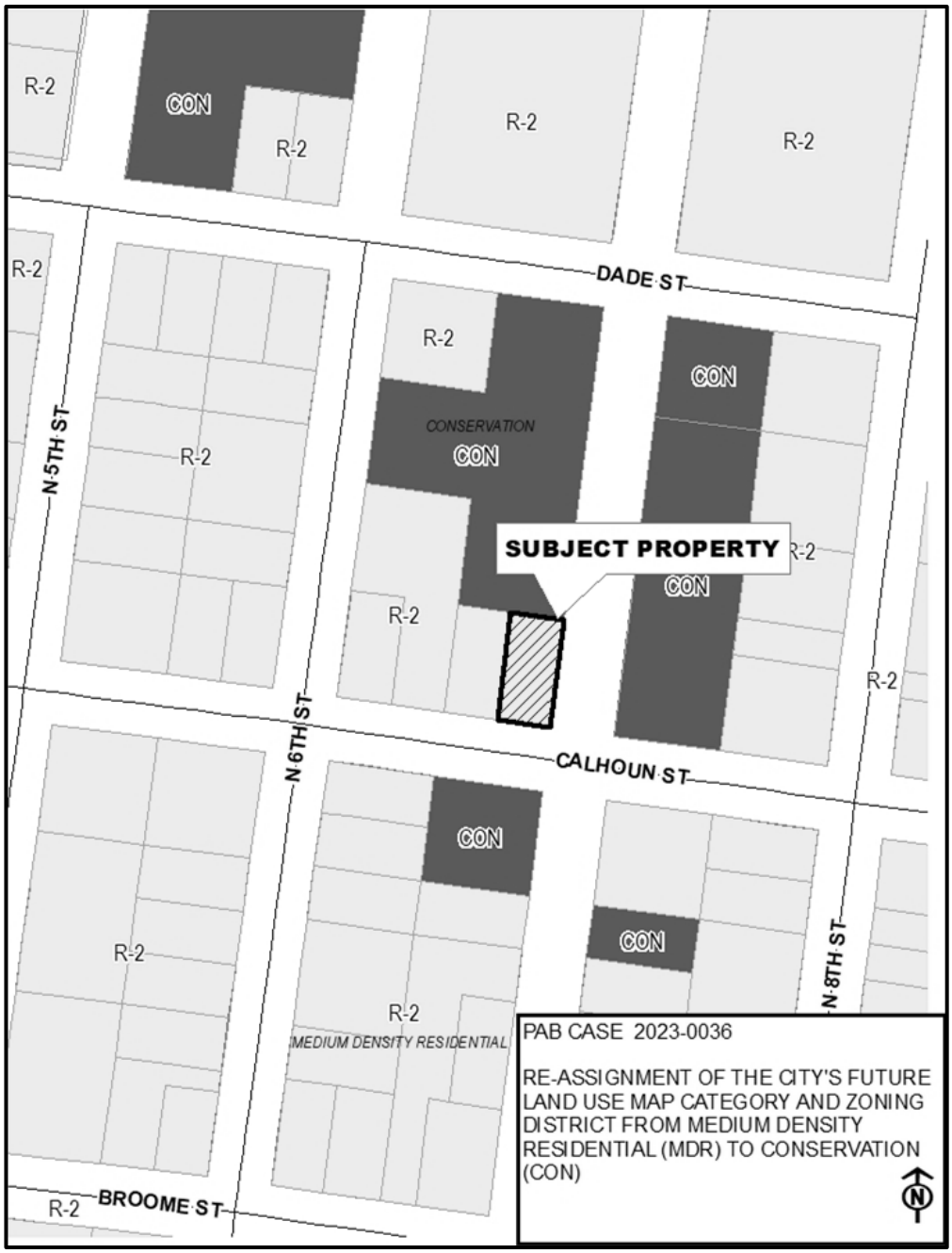
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTY LOCATED AT 613 CALHOUN STREET; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) AND ZONING DISTRICT OF PUBLIC AND INSTITUTIONAL (PI-1)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

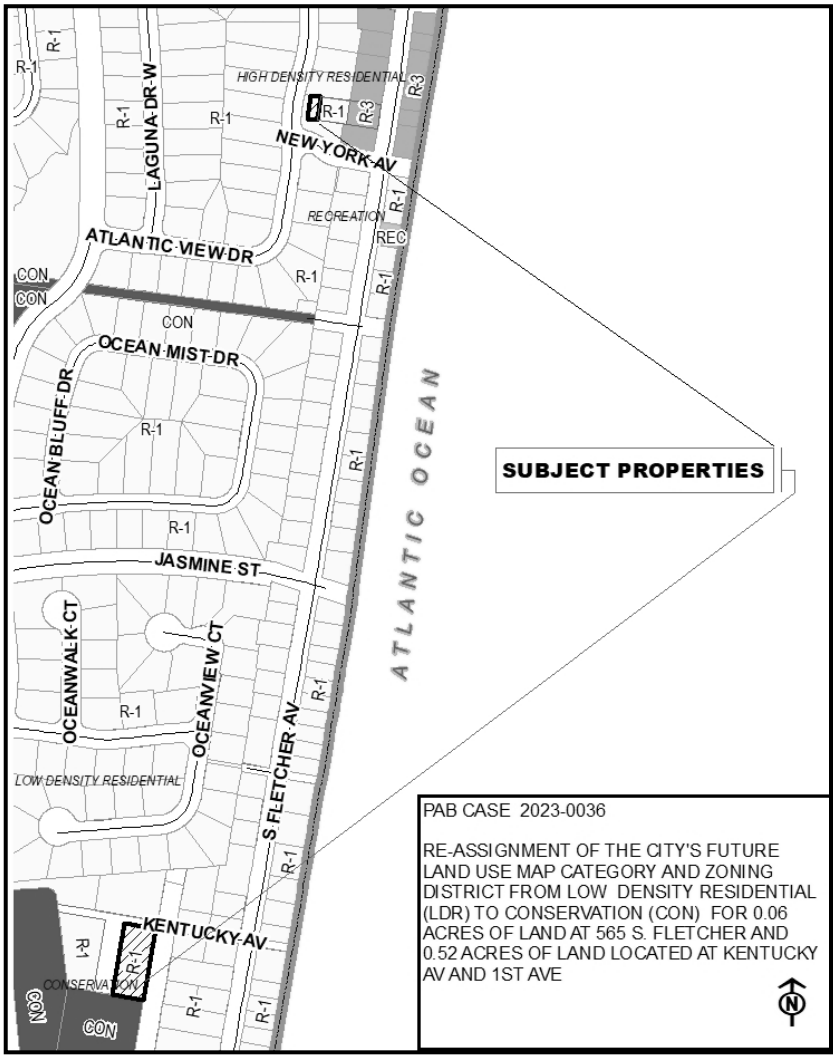
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



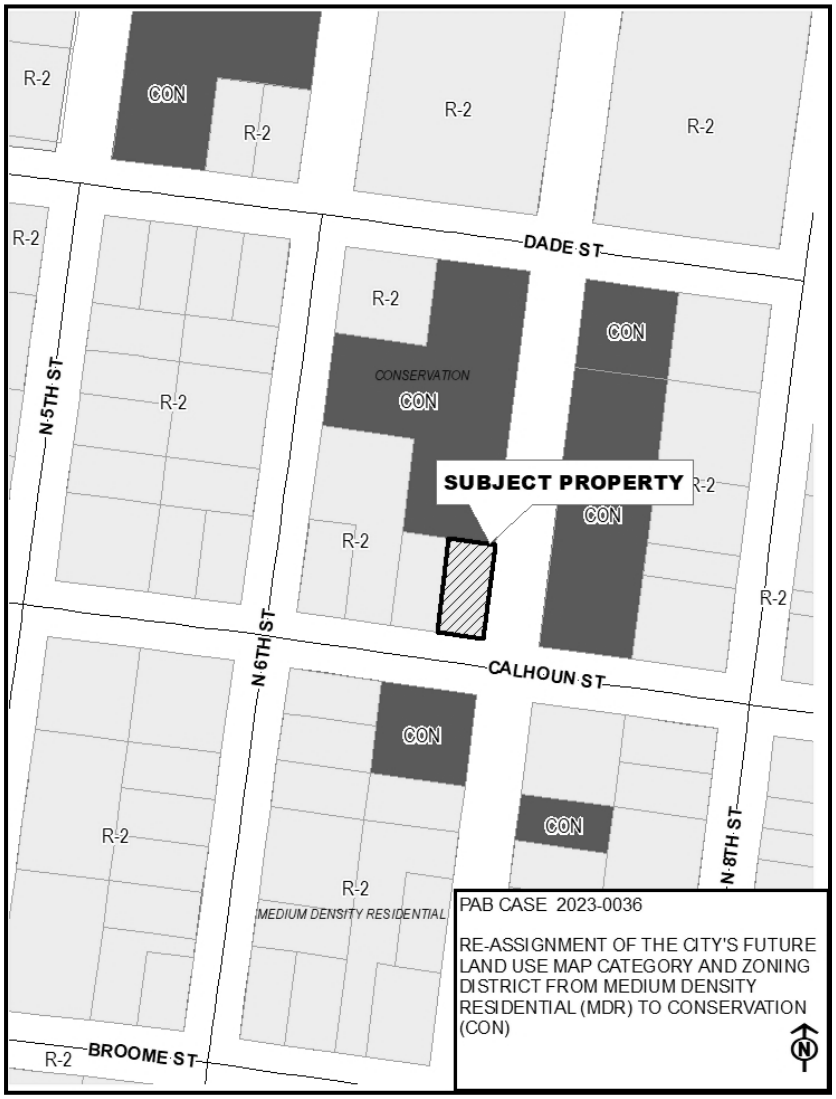
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

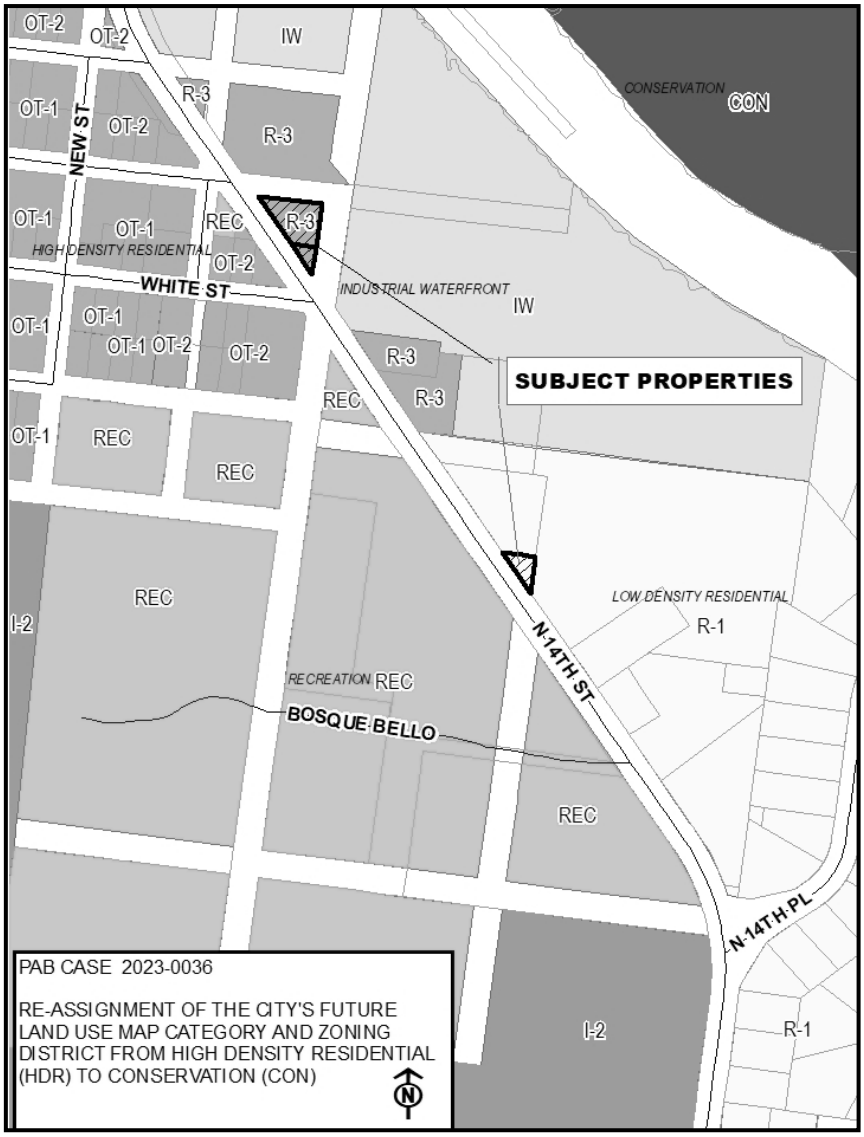


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
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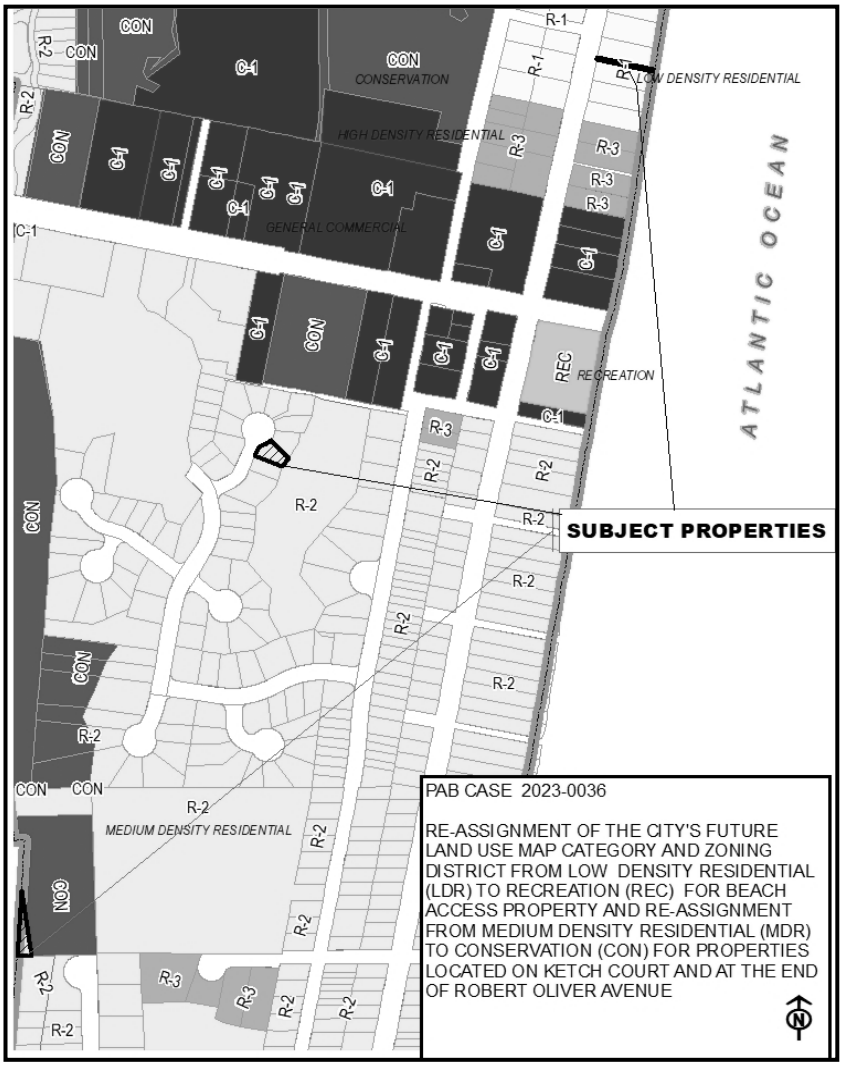
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

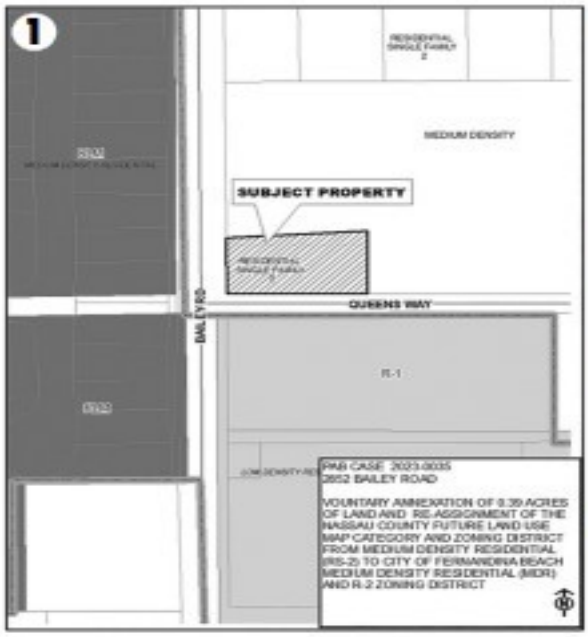
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

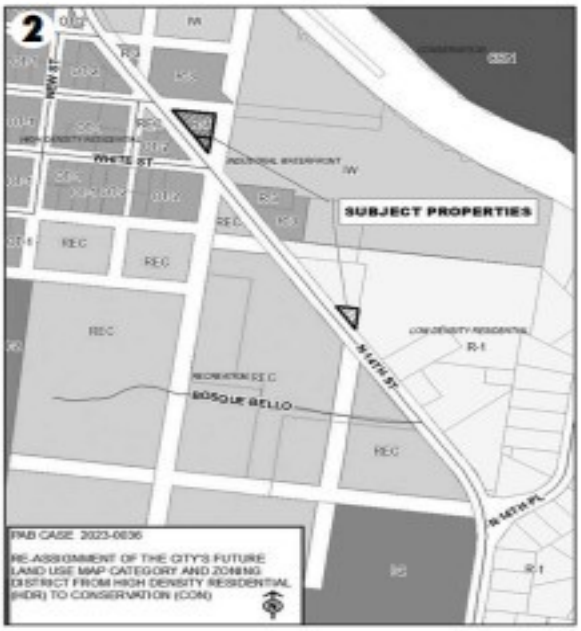
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

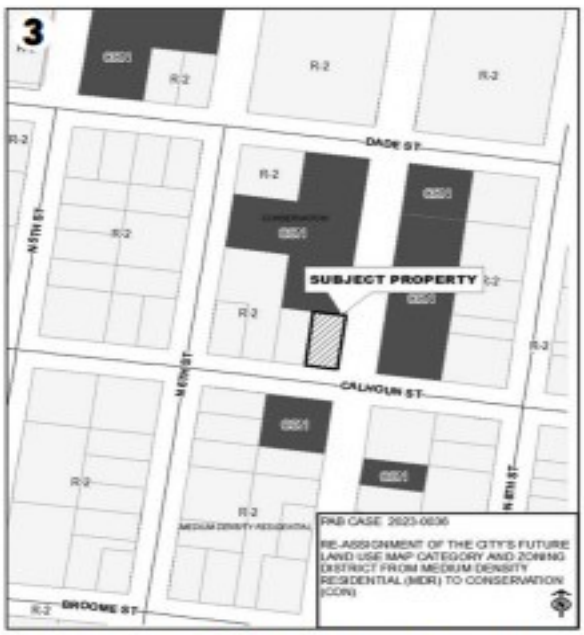
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-16
Zoning Map Change - 613 Calhoun Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-16 at First Reading

SYNOPSIS: This ordinance changes the zoning of this city-owned property from Medium Density Residential (R-2) to Public and Institutional (PI-1).The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No action to be taken at this time, as this is a Quasi-Judicial Hearing.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/27/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I Date: March 21, 2023

COMMISSION ACTION:

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Public and Institutional (PI-1) Zoning District from Medium Density Residential (R-2) District; 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 March 8, 2023, 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 February 22, 2023.

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 property identified for this change of the Zoning Map to City of Fernandina Beach Public and Institutional (PI-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:

- From Medium Density Residential (R-2) to Public and Institutional (PI-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 _____ 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

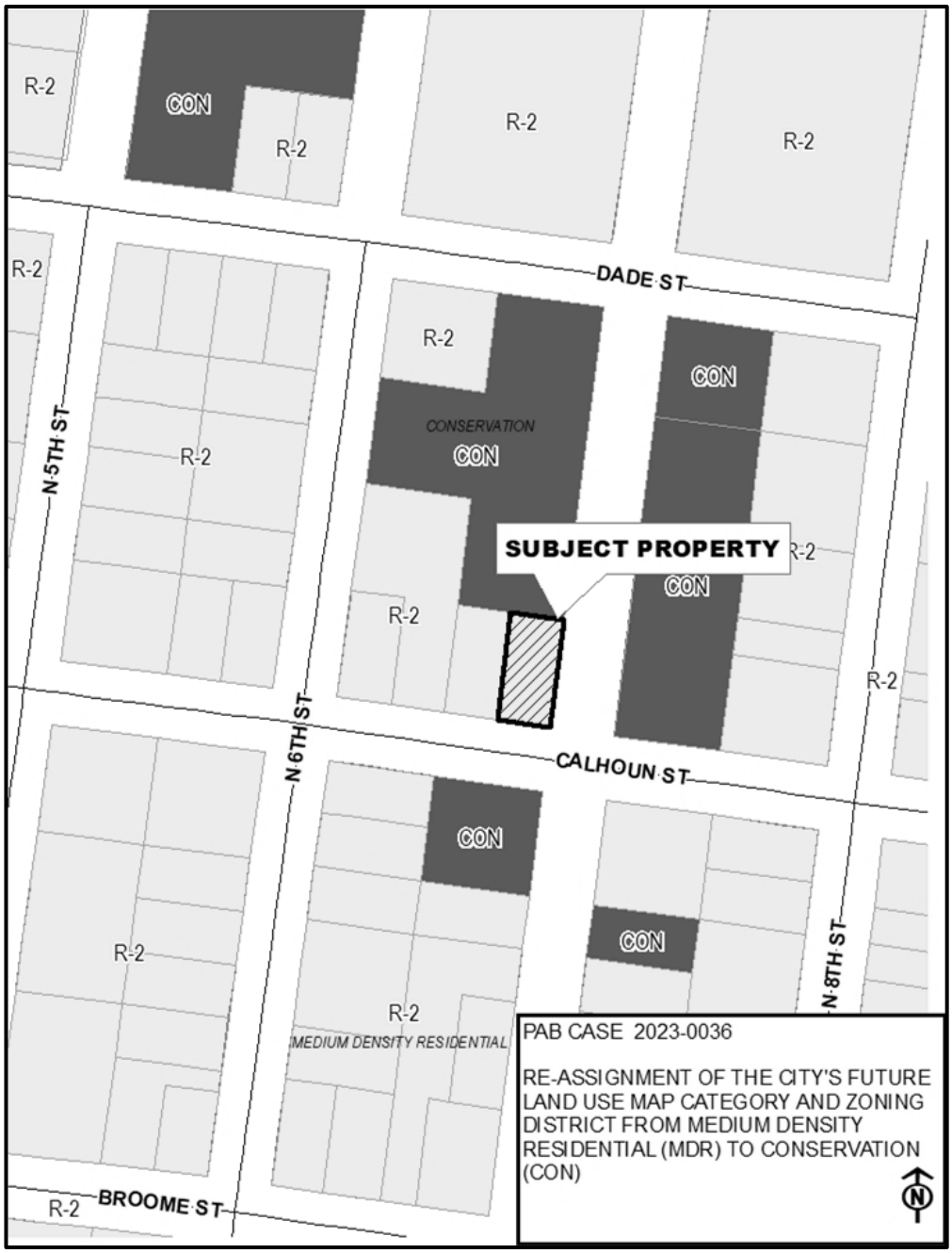
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTY LOCATED AT 613 CALHOUN STREET; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) AND ZONING DISTRICT OF PUBLIC AND INSTITUTIONAL (PI-1)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

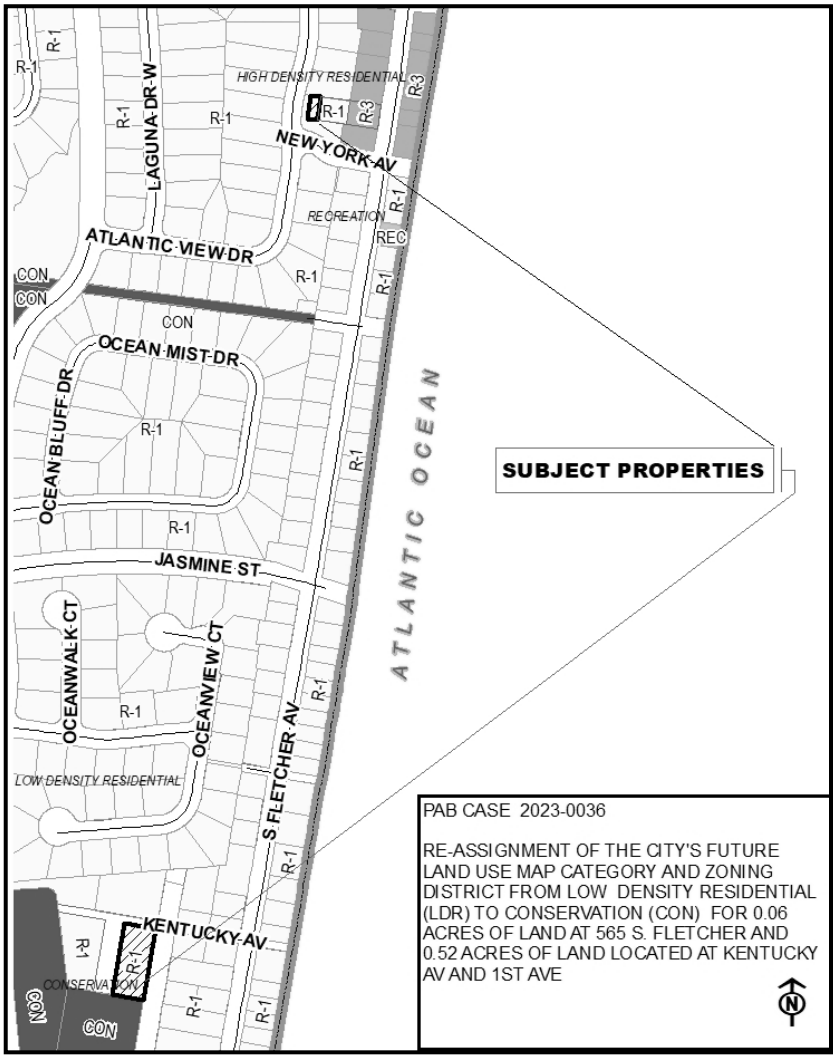
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



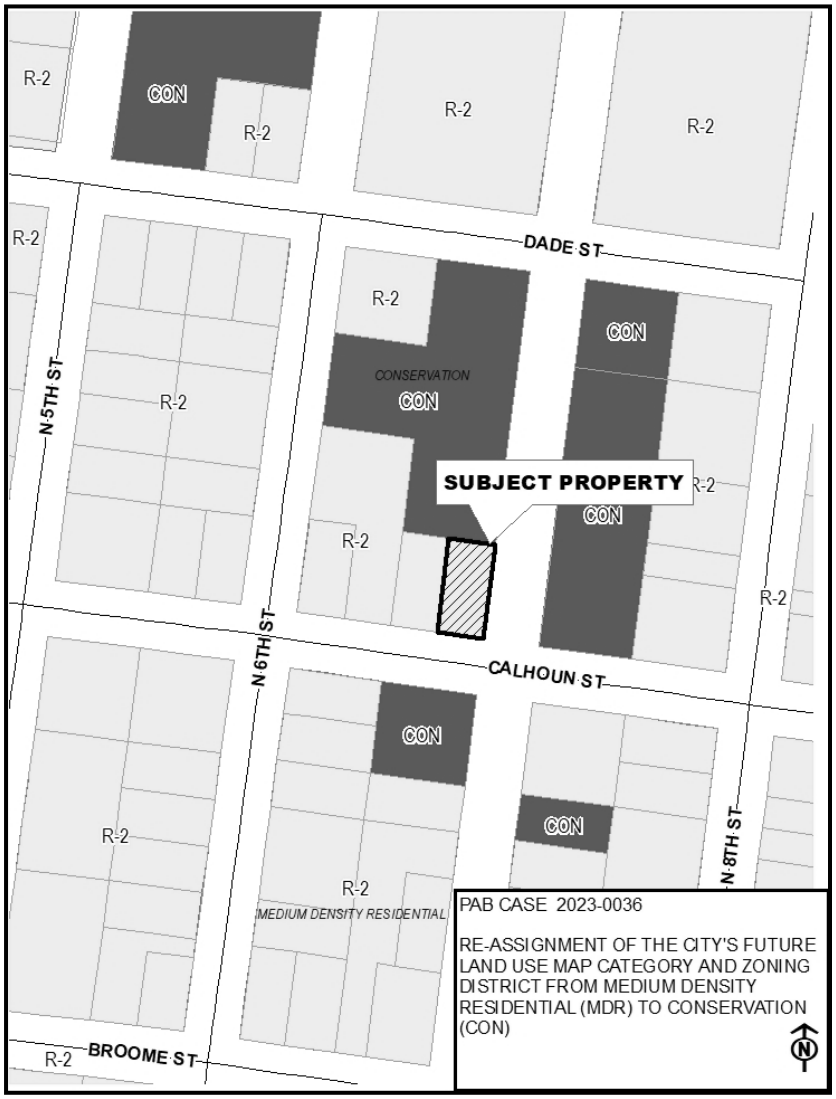
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

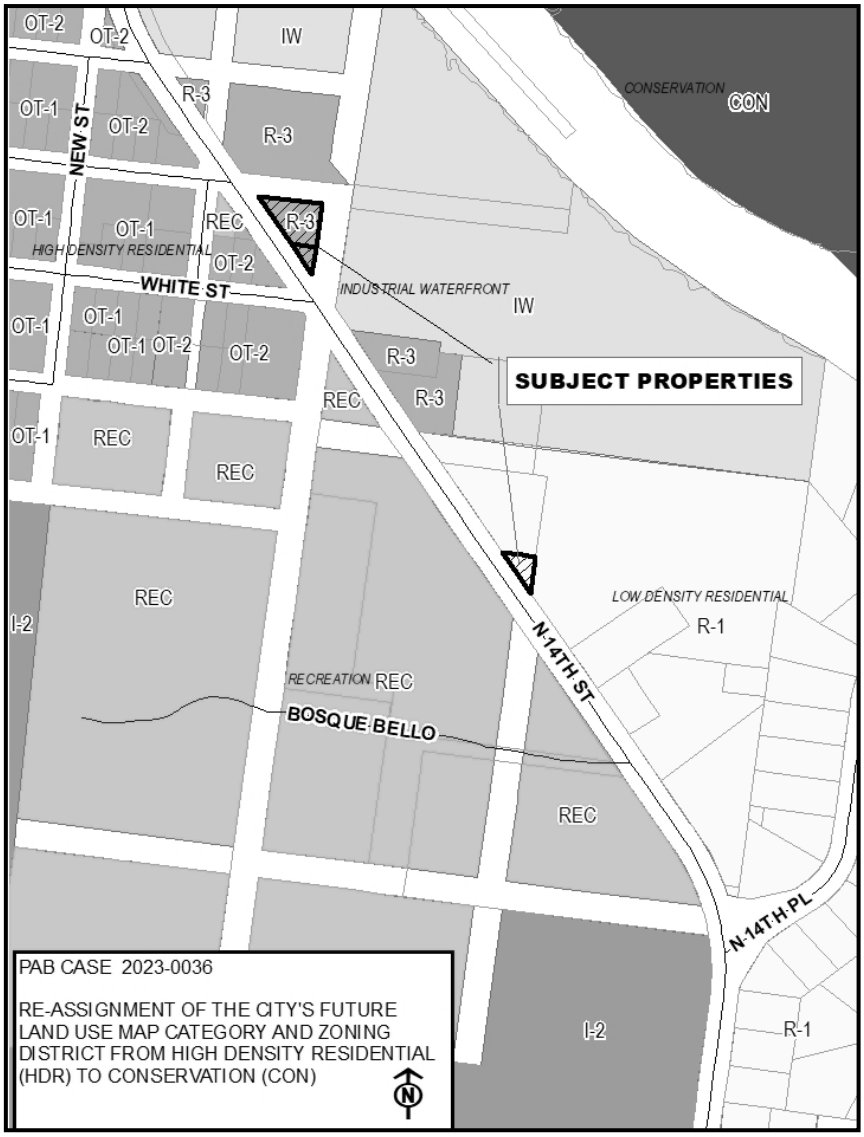


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

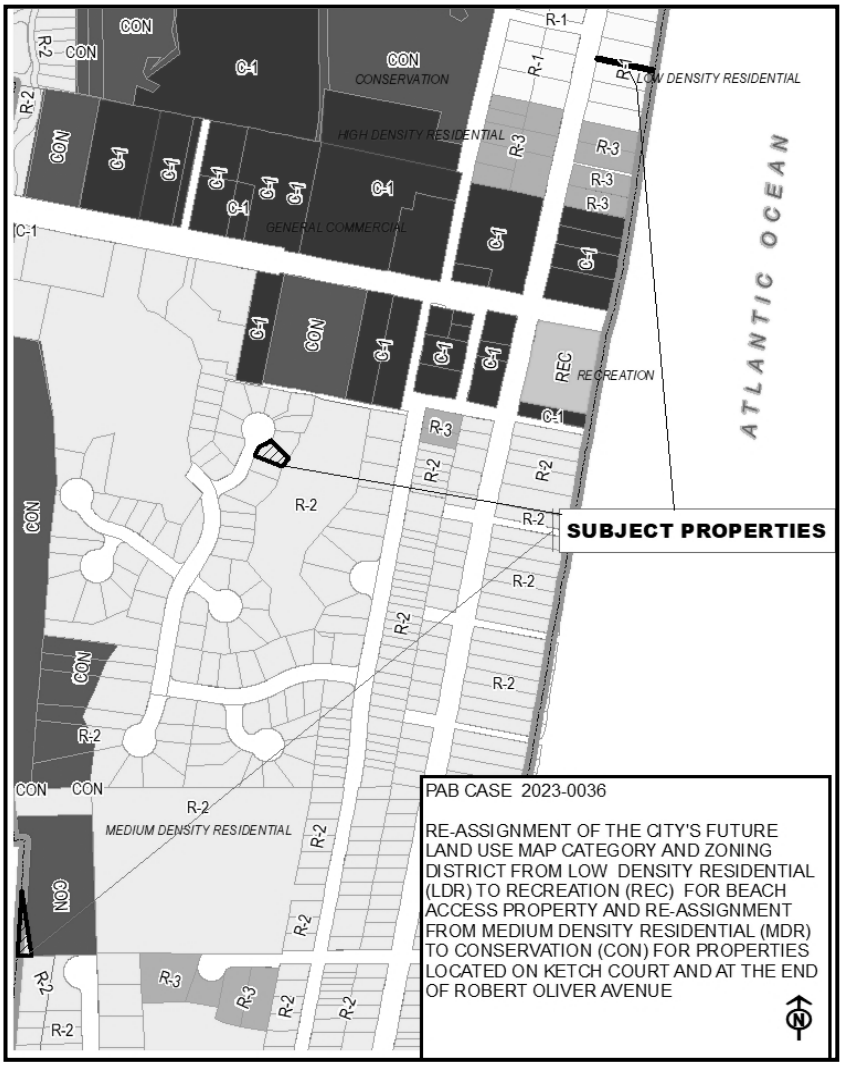
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

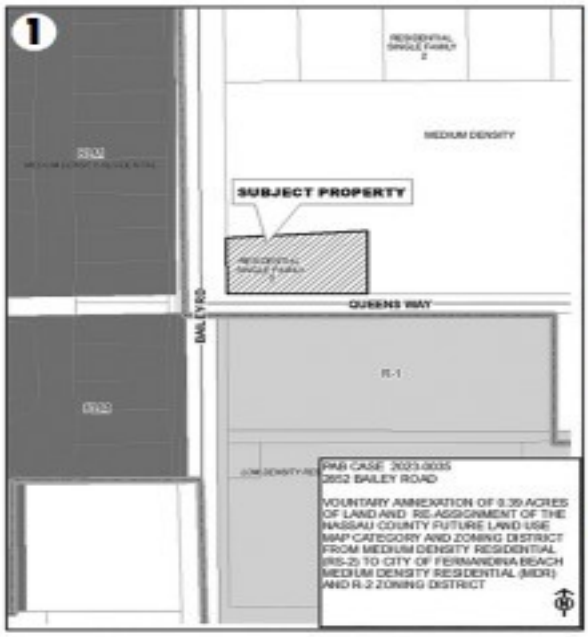
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

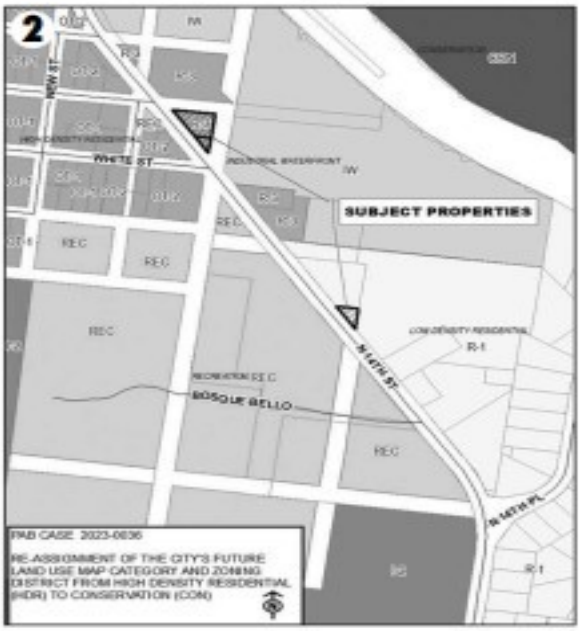
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

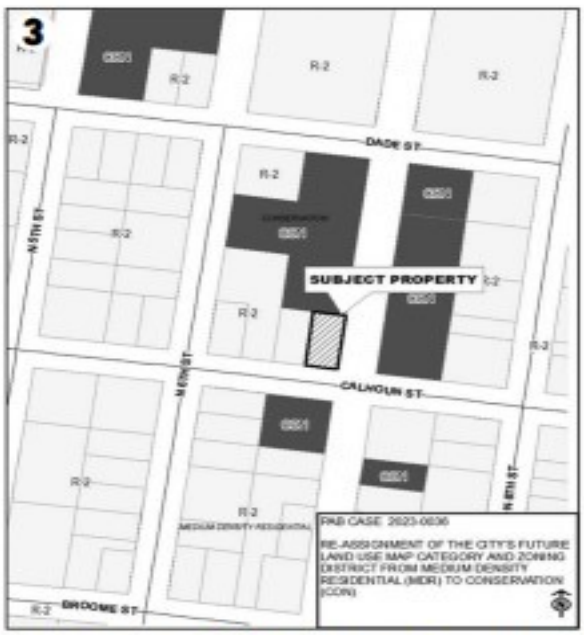
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-17
Future Land Use Map Assignment - Properties Located on N. 14th Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-17 at First Reading.

SYNOPSIS: This ordinance changes the Future Land Use category from High Density Residential (HDR) to Conservation (CON) for City-owned property located on N. 14th Street. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-17 at First Reading.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/28/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I Date: March 22, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHERAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from High Density Residential (HDR) Future Land Use Map; 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 March 8, 2023, 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 February 22, 2023.

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 Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From High Density Residential (R-3) to Conservation (CON).

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 _____ 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

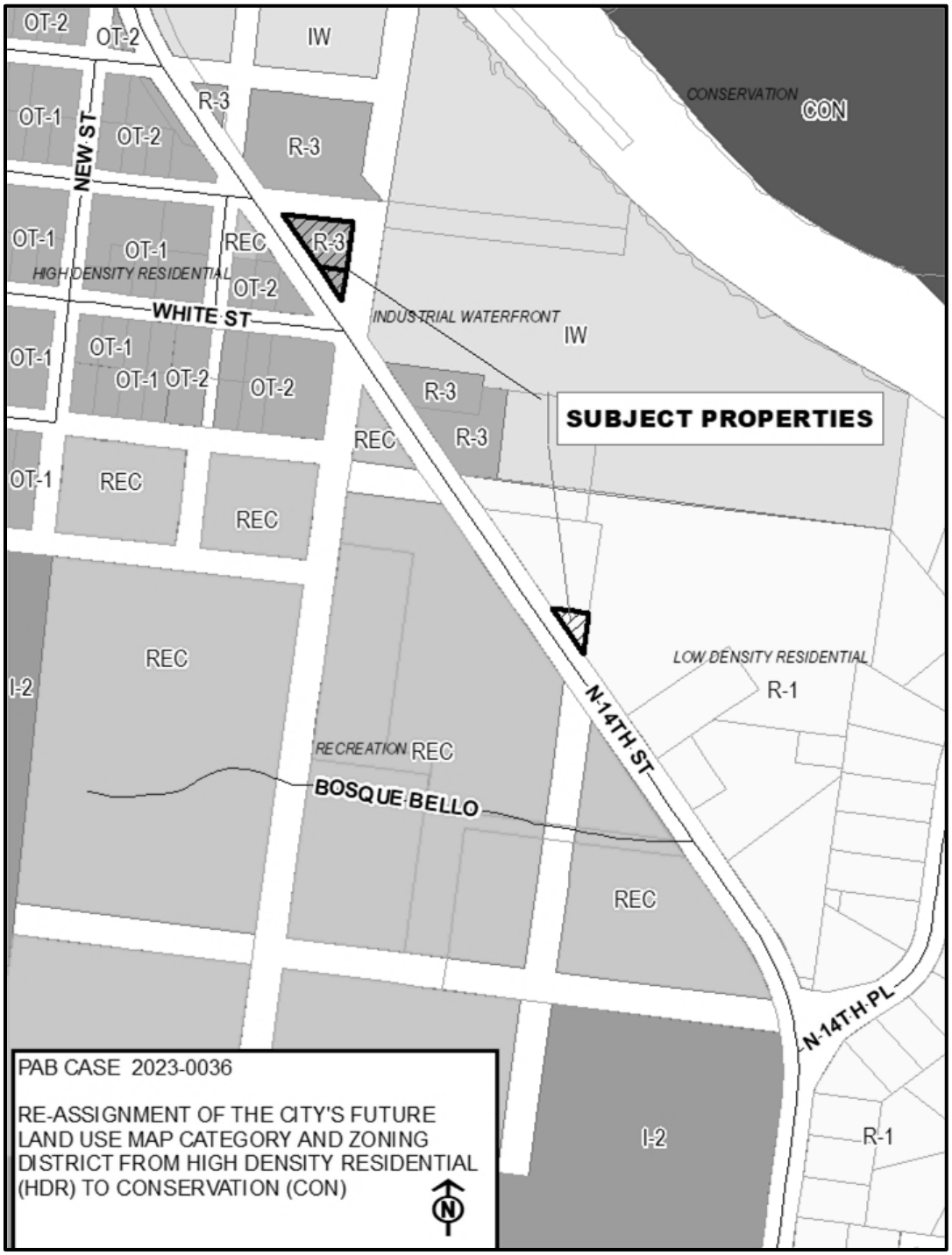
APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTIES LOCATED ON NORTH 14TH STREET, TOTALING 0.16 ACRES OF LAND; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

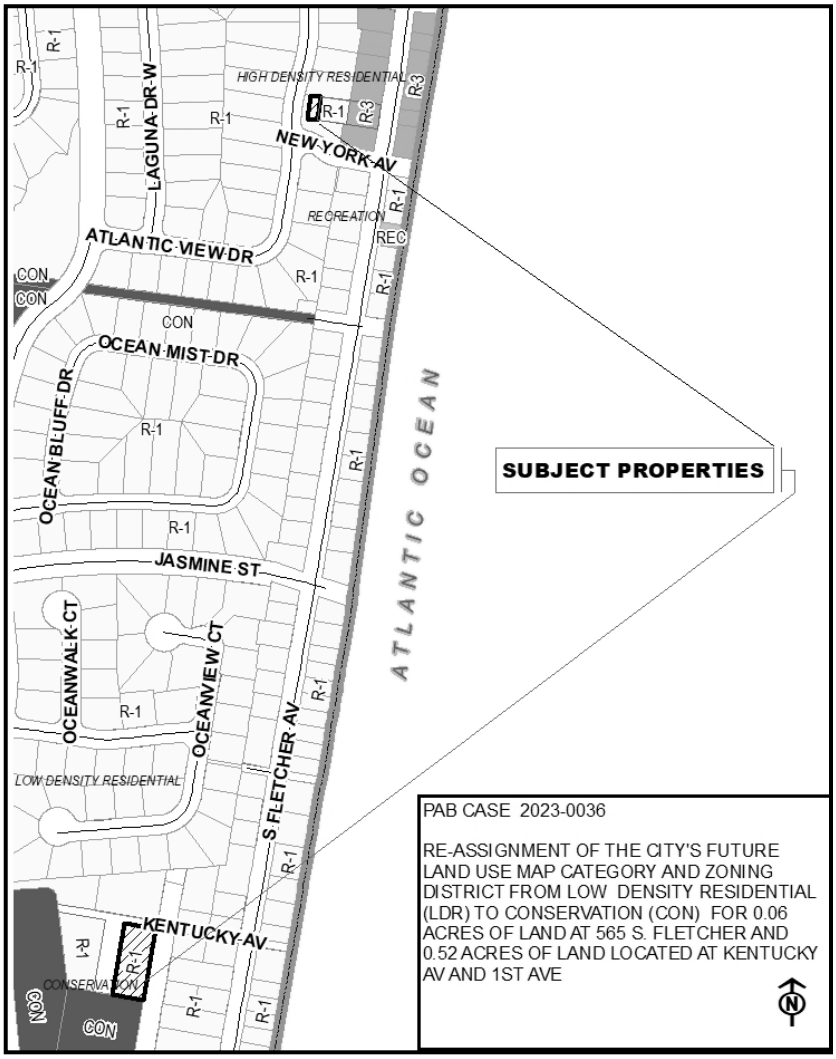
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



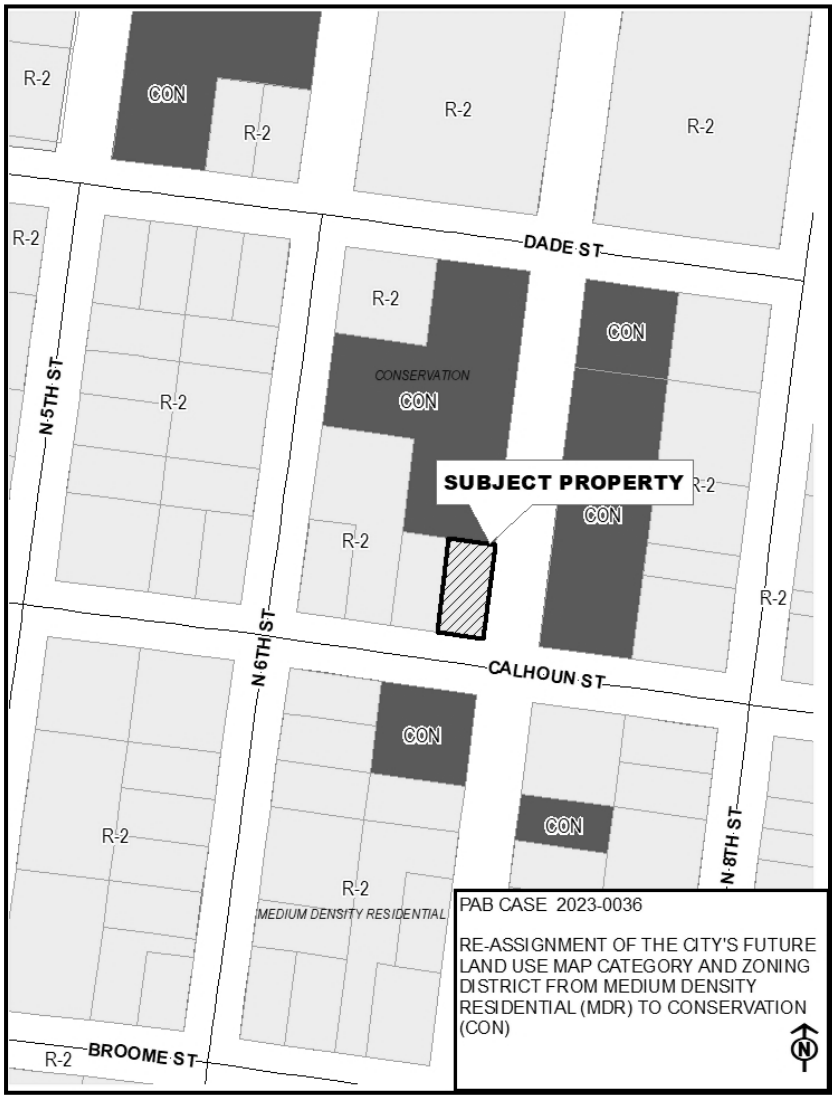
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

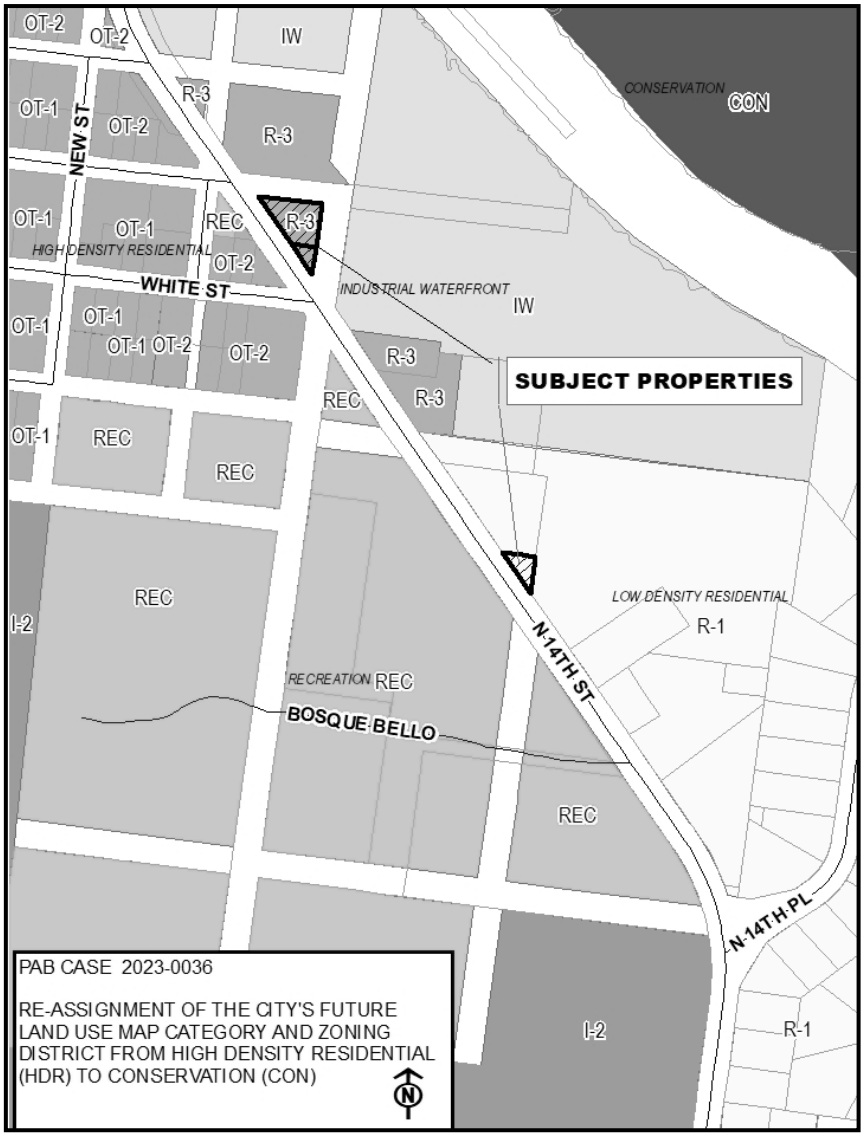


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

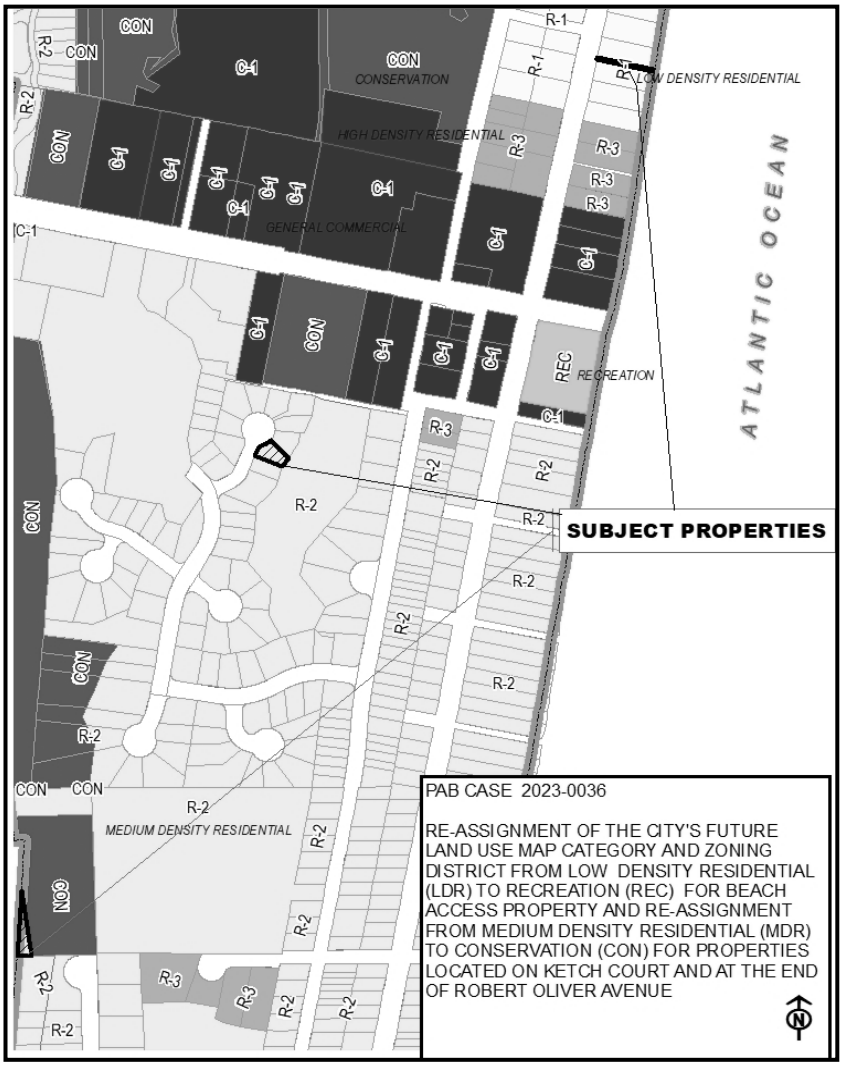
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

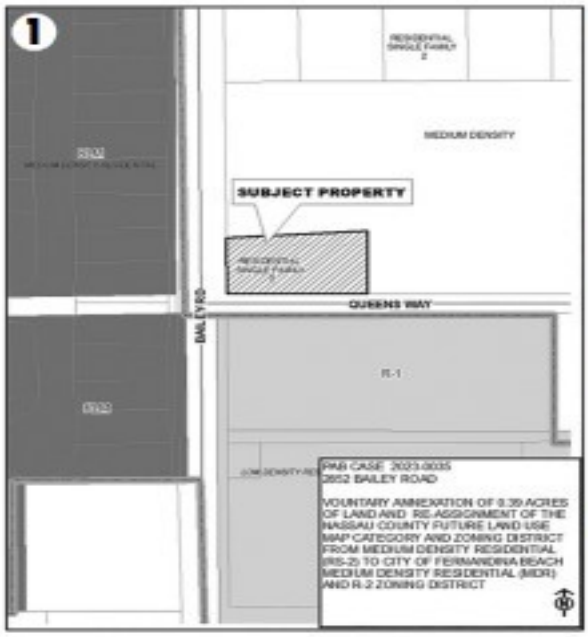
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

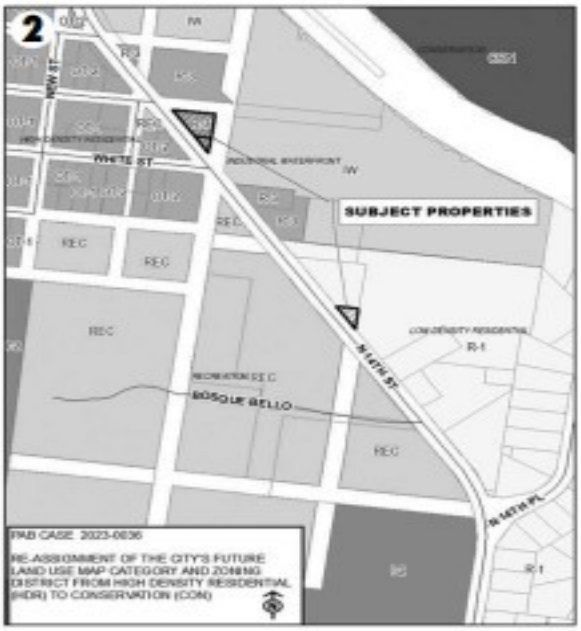
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

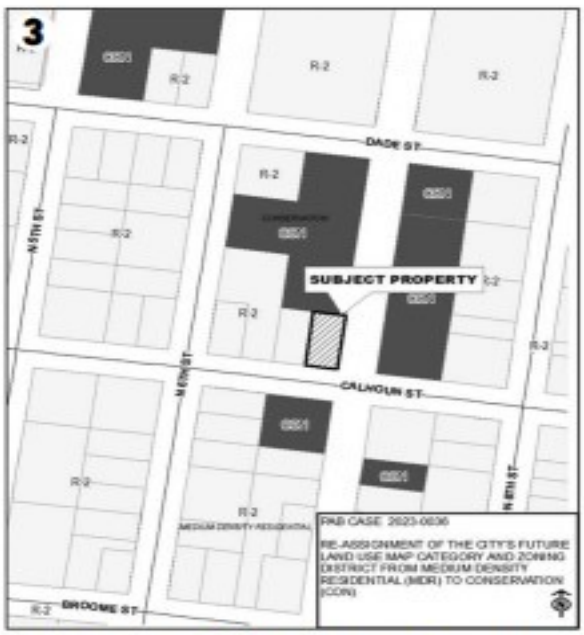
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-18
Zoning Map Change - Properties located on N. 14th Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-18 at First Reading.

SYNOPSIS: This ordinance changes the zoning map category from High Density Residential (R-3) to Conservation (CON) for City-owned property located on N. 14th Street.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No action to be taken at this time, as this is a Quasi-Judicial Hearing.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/28/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I

Date: March 22, 2023

COMMISSION ACTION:

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from High Density Residential (R-3) District; 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 March 8, 2023, 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 February 22, 2023.

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 Conservation (CON) for properties located and identified as North 14th Street and by map exhibit attached hereto as Exhibit A.

SECTION 2. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit A:

- From High Density Residential (R-3) to Conservation (CON).

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 _____ 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

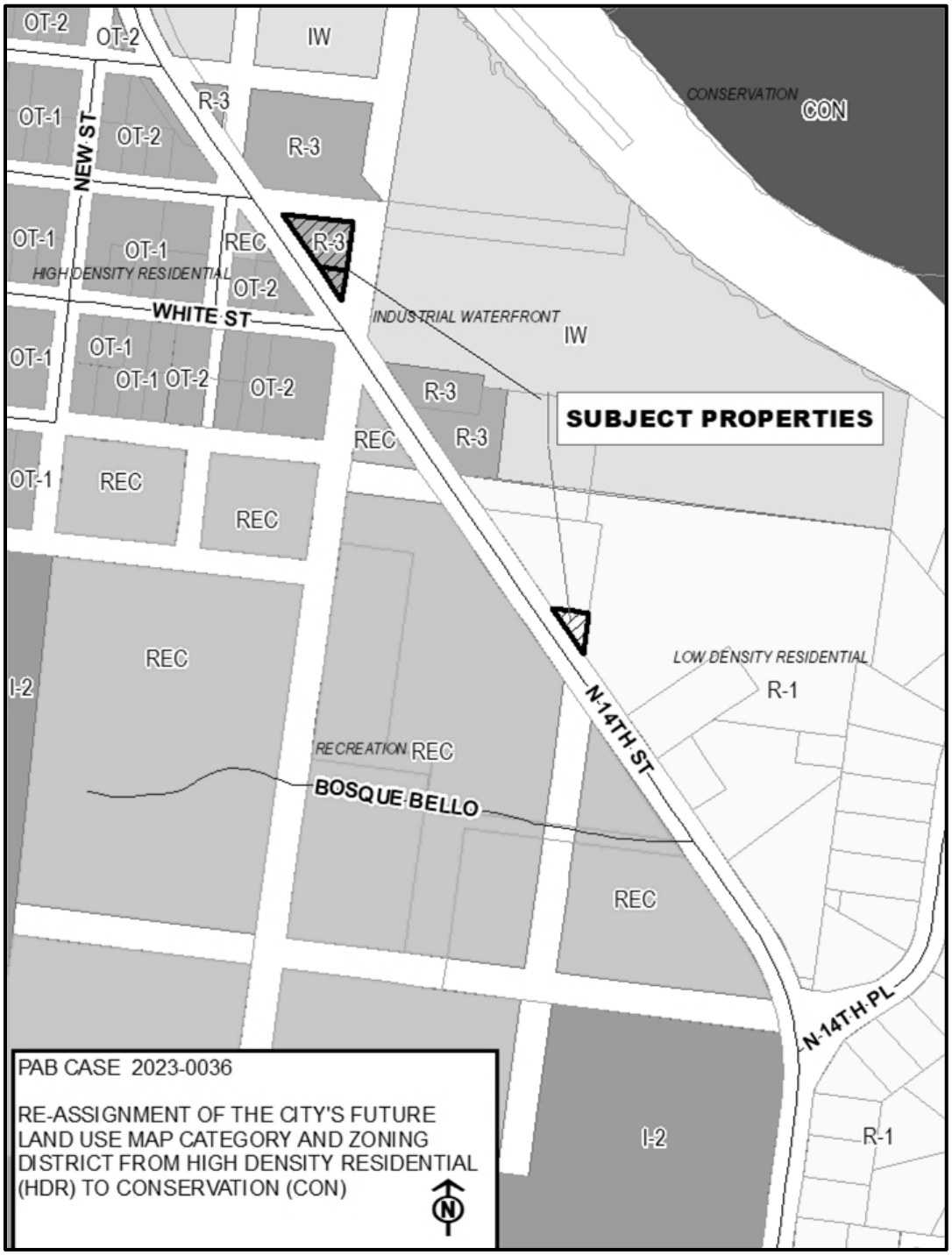
APPROVED AS TO FORM AND LEGALITY:

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTIES LOCATED ON NORTH 14TH STREET, TOTALING 0.16 ACRES OF LAND; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/10/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ 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*

Dale

Last Name*

Martin

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 Ownerâ€™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

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

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*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** 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. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

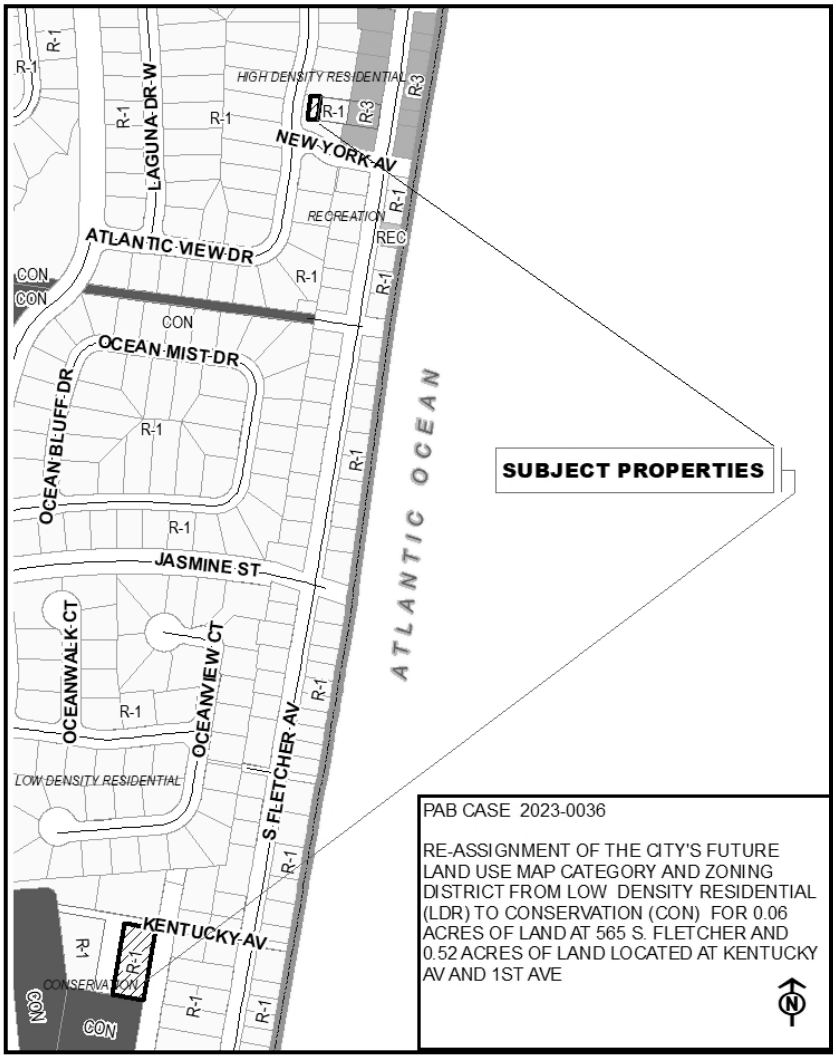
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



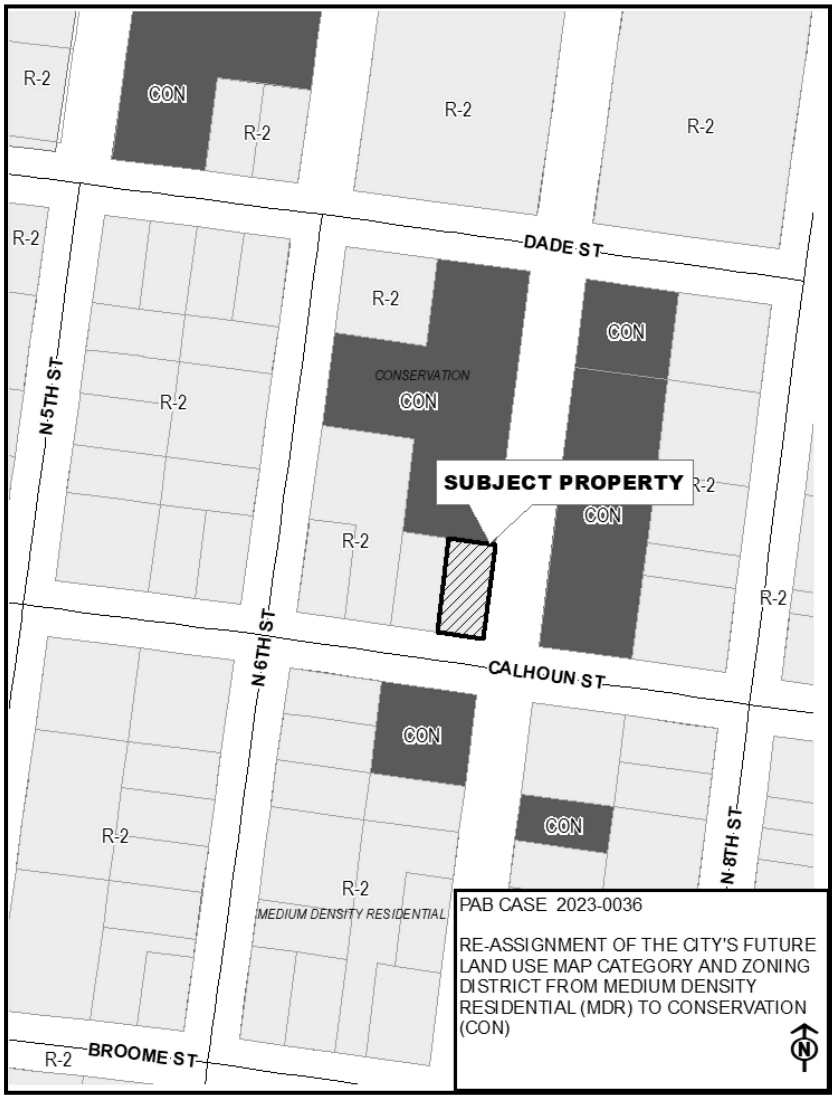
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

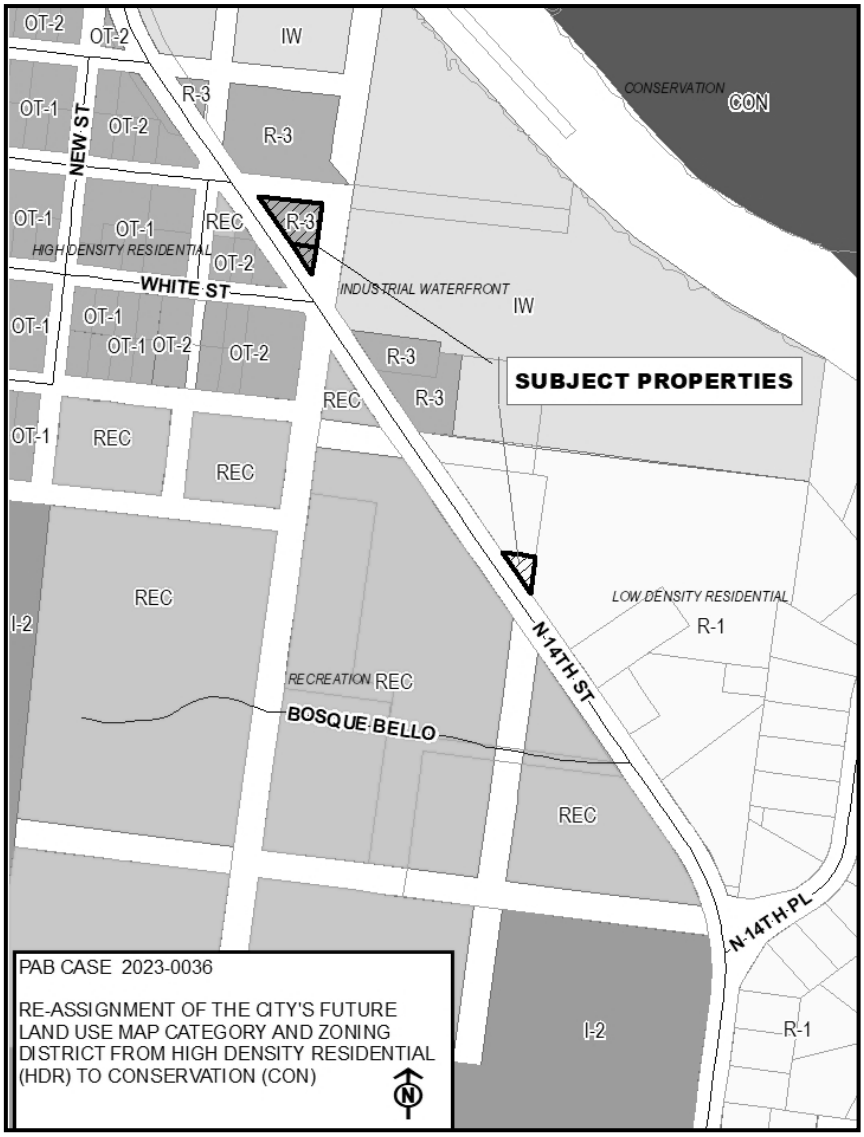


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

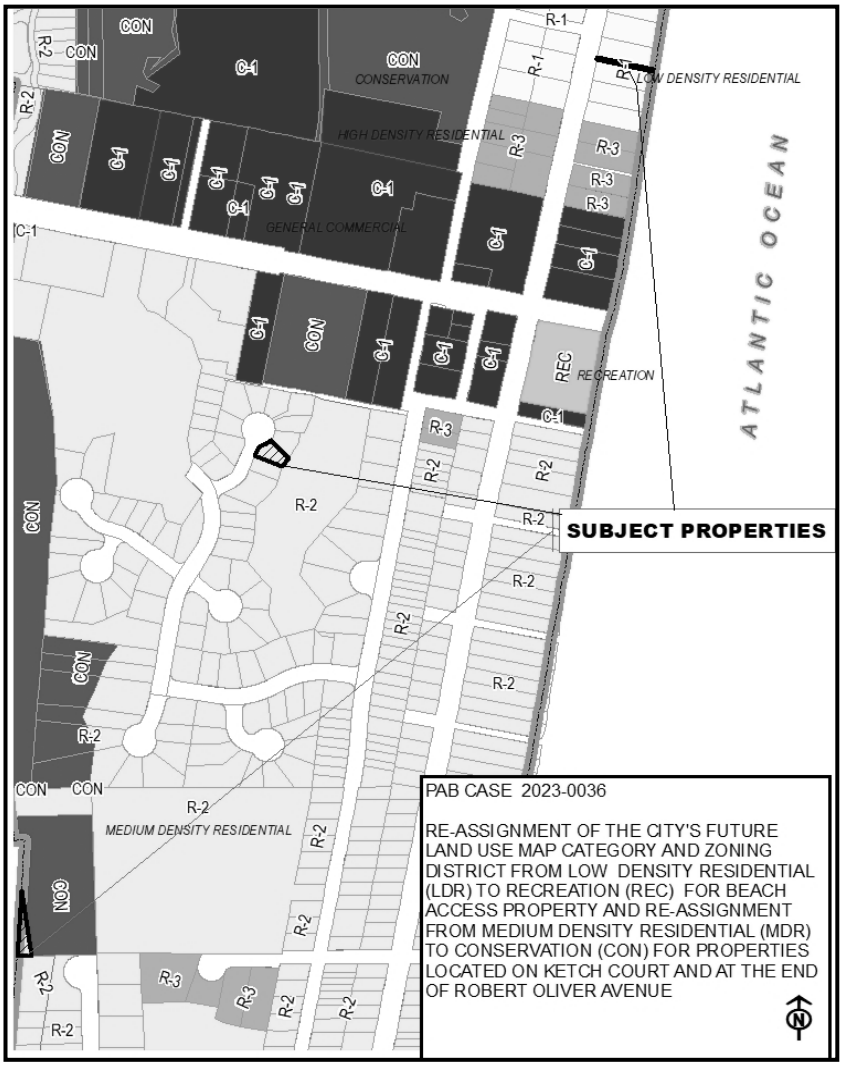
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

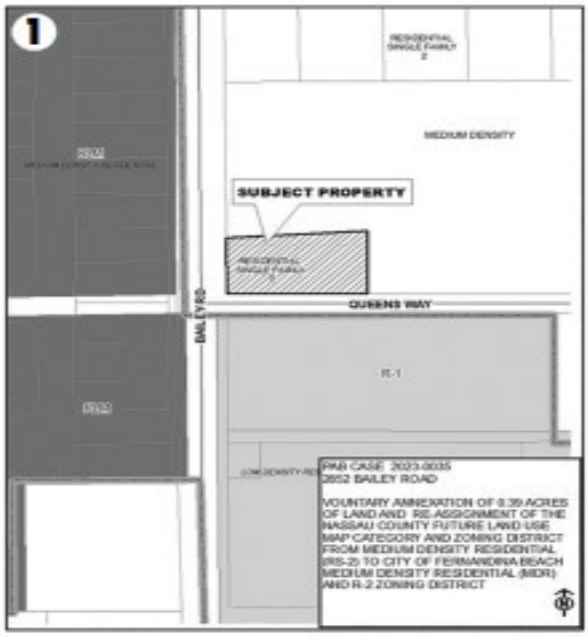
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

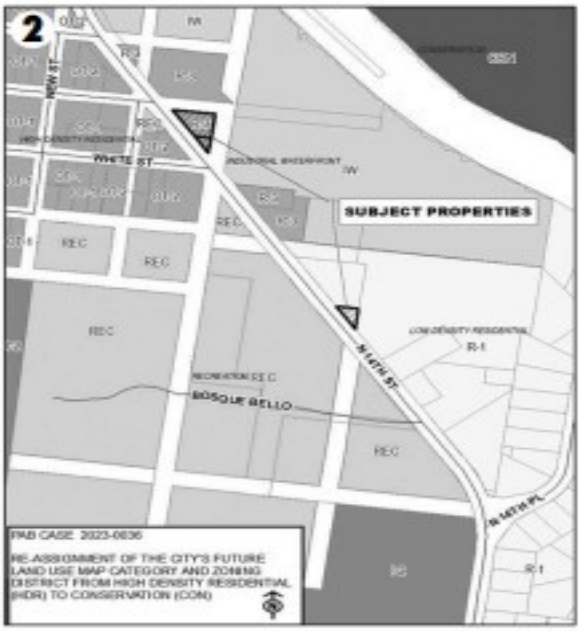
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

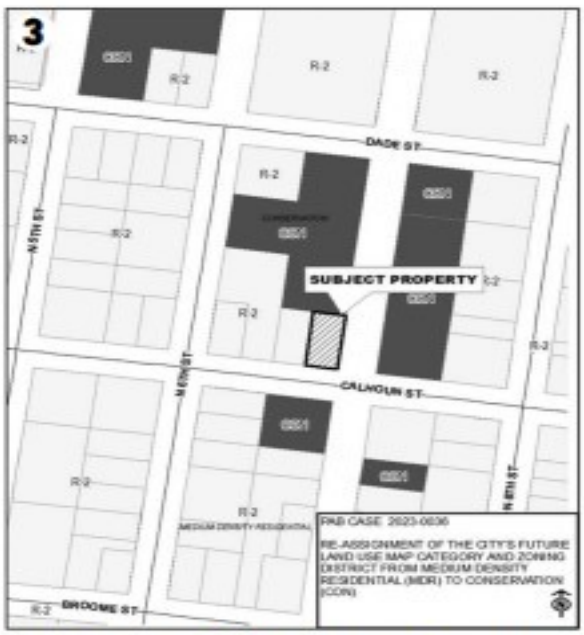
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-19
Voluntary Annexation - 2852 Bailey Road

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-19 at First Reading.

SYNOPSIS: The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map (FLUM) Category of Low Density Residential and corresponding Zoning District of R-1. Resolution 2023-17 approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The Planning Advisory Board held a public hearing on March 8, 2023 and issued a recommendation of approval for designation of Low Density Residential FLUM and R-1 zoning.

FISCAL IMPACT: Tax revenue generated.

CITY ATTORNEY COMMENTS: No action to be taken at this time, as this is a Quasi-Judicial Hearing.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/28/2023
Agnes White, Administrative Services Manager	4/3/2023
Pauline Testagrose, Comptroller	4/4/2023
Mark Foxworth, Interim City Manager	4/5/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I Date: March 22, 2023

COMMISSION ACTION:

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17; and

WHEREAS, this parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2023-0035 at its March 8, 2023, 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 February 22, 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 0.39 acres of land located at 2852 Bailey Road 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 described land, described above 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. Upon publication of this Ordinance, the City Clerk is hereby instructed to provide a copy of the notice via certified mail to the Nassau County Board of County Commissioners.

SECTION 5. Upon the filing of the Proof of Publication and final adoption of this Ordinance, a copy of the same shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, and a copy shall be forwarded to the Department of State, Tallahassee, Florida.

SECTION 6. SEVERABILITY: If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this _____ day of _____ 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

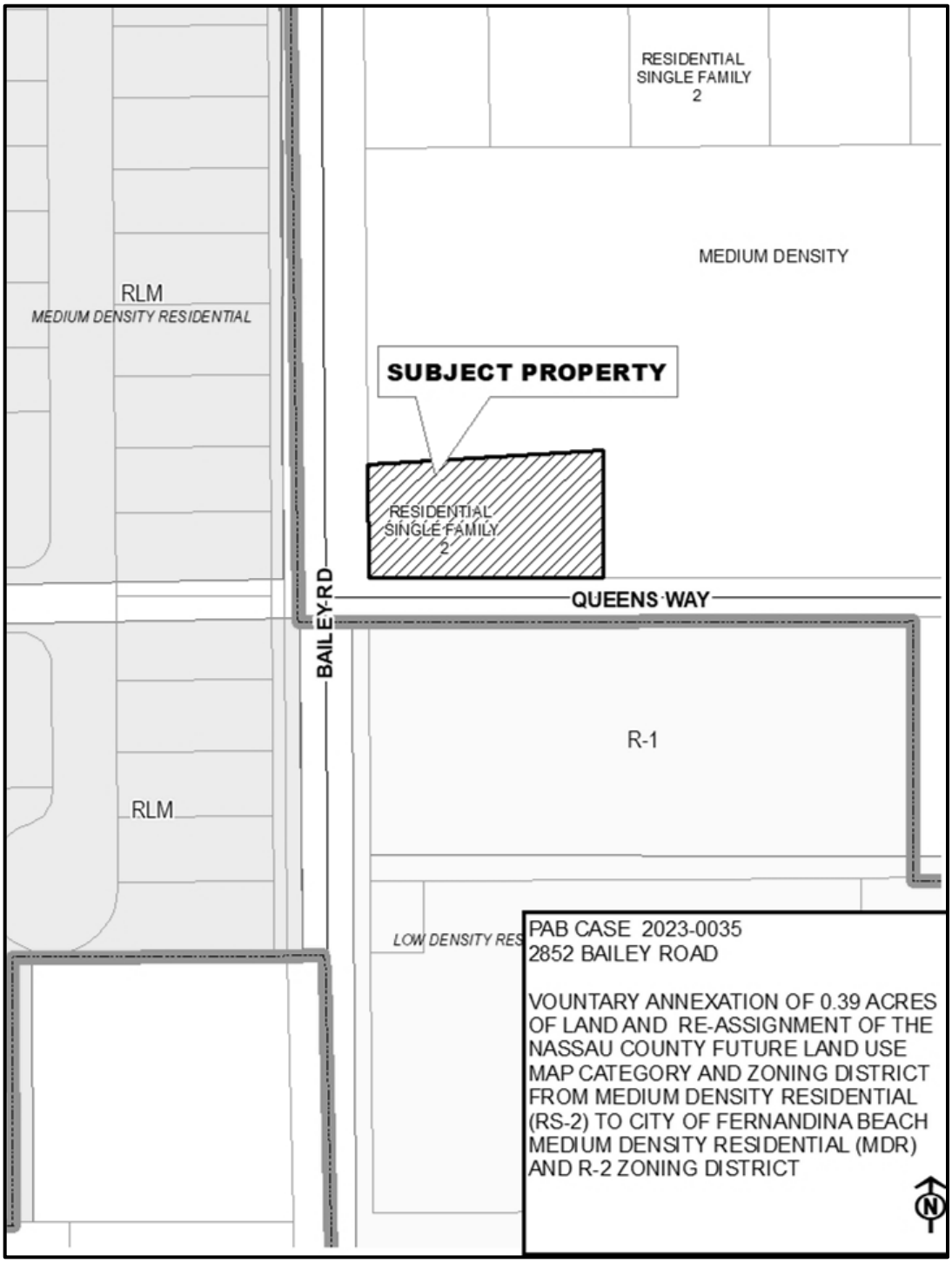
APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023

Date of Second Reading/Final Hearing:

PROPERTY LOCATED AT 2852 BAILEY ROAD TOTALING 0.39 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



Inst. Number: 202345003996 Book: 2618 Page: 1244 Page 1 of 8 Date: 2/9/2023 Time: 1:10 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2023-17

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 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner, Katherine Maley, 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 0.39 acres located at 2852 Bailey Road, identified as Parcel No. 00-00-30-044B-0078-0010; 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 2852 Bailey Road and identified as Parcel No. 00-00-30-044B-0078-0010, 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 7th day of February, 2023.

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

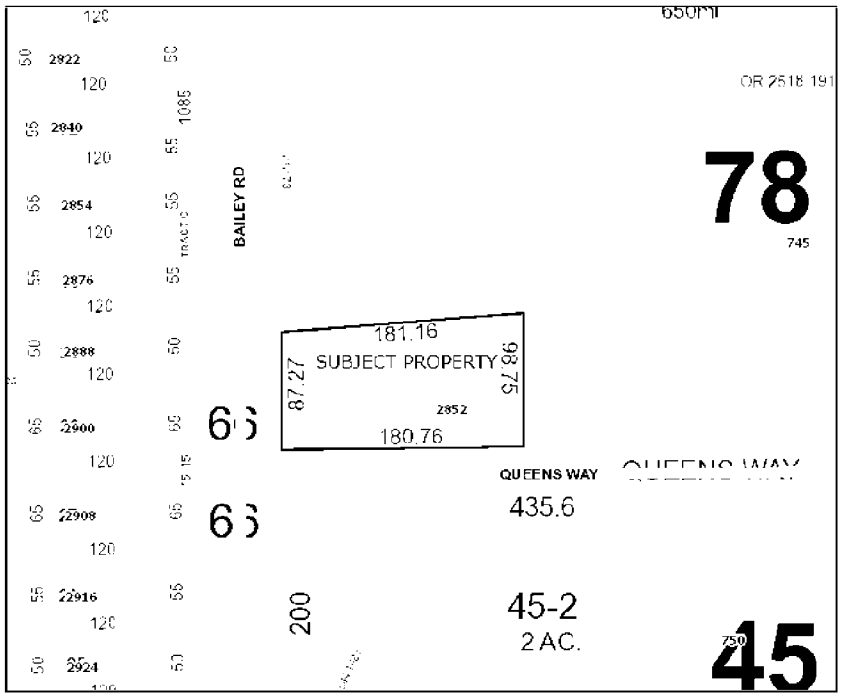
TAMMI E. BACH
City Attorney

Inst. Number: 202345003996 Book: 2618 Page: 1245 Page 2 of 8 Date: 2/9/2023 Time: 1:10 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Resolution 2023-17
Exhibit "A"

WATER AGREEMENT / VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBER: 00-00-30-044B-0078-0010 LOCATED AT 2852 BAILEY ROAD TOTALING APPROXIMATELY 0.39 ACRES OF LAND

2852 BAILEY ROAD



Resolution 2023- 17
Exhibit "B"

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 10 day of January, 2023 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Katherine N Maley (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-0078-0010

GENERALLY DESCRIBED AS: _____

ADDRESSED AS: 2852 Bailey Rd

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

Dale L. Martin 2/7/23

DALE L. MARTIN
City Manager

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
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 12th day of January, 2023,

by Katherine Maley.

_____ SYLVIE McCann 11/12/2024
Notary Public Printed Name My Commission Expires

Personally Known ☐ OR Produced Identification ☑ ID Produced: ☐
Florida Drivers License

SYLVIE MCCANN
Notary Public-State of Florida
Commission # HH 56480
My Commission Expires
November 12, 2024

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-30-044B-0078-0010

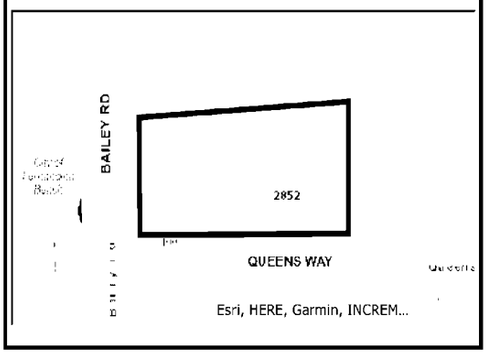
Owner Name	MALEY KATHERINE
Mailing Address	96318 GRANDE OAKS LANE
	FERNANDINA BEACH, FL 32034
Location Address	2852 BAILEY RD
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Milage	16.1909
Homestead	No
Property Usage	MISC RESID 000700
Deed Acres	0
Short Legal	05 2N 28E PT OF LOT 78 (S 1) L/E IN OR 995/1743 OCEAN
	BREEZE FARMS PB 2/19

2022 Certified Values

Land Value	$60,000
(+) Improved Value	$54,958
(=) Market Value	**$114,958**
( ) Agricultural Classification	$0
(-) SOH or Non-Hx* Capped Savings	$19,688
(=) Assessed Value	**$95,273**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$114,961
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$95,273**

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP

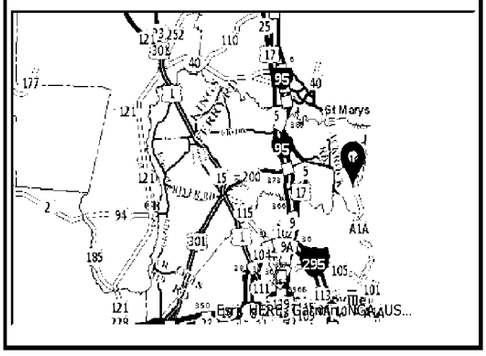


2021 AERIAL MAP

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
GARAGE	1300	1300	0	0	MOD METAL		N/A	N/A	2022

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built
WELL	0 X 0	1	1962

WELL	0 X 0	0	C	

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-07-05	995 / 1743	$100	WD	U	Y	NORMAN BETTY J	NORMAN BETTY J L/E
2001-06-21	993 / 932	$100	WD	U	Y	NORMAN BETTY J	NORMAN BETTY J L/E

Print

Planning Advisory Board (PAB) - Submission #10825

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [x] 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/7/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0078-0010

Lot*

78

Block*

78 S-1

Subdivision*

bailey road

Zoning District*

R-2 w/PUD

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [x] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Katherine

Last Name*

Maley

Company (if applicable)

Mailing Address*

2852 Bailey Road

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 Ownerâ€™s Authorization For Agent Representation form must be included

First Name

City of Fernandina Beach

Last Name

Dale 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

RESO 2023-17

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

Zoning Map and Future Land Use Map Amendments and Voluntary 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*

2/10/2023

Upload Supporting Documentation*

2023-17 Voluntary Annexation Agreement Katherine Maley 2852 Bailey Road.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0035 (AX, LU, CZ)
Planning Advisory Board Hearing
March 8, 2023

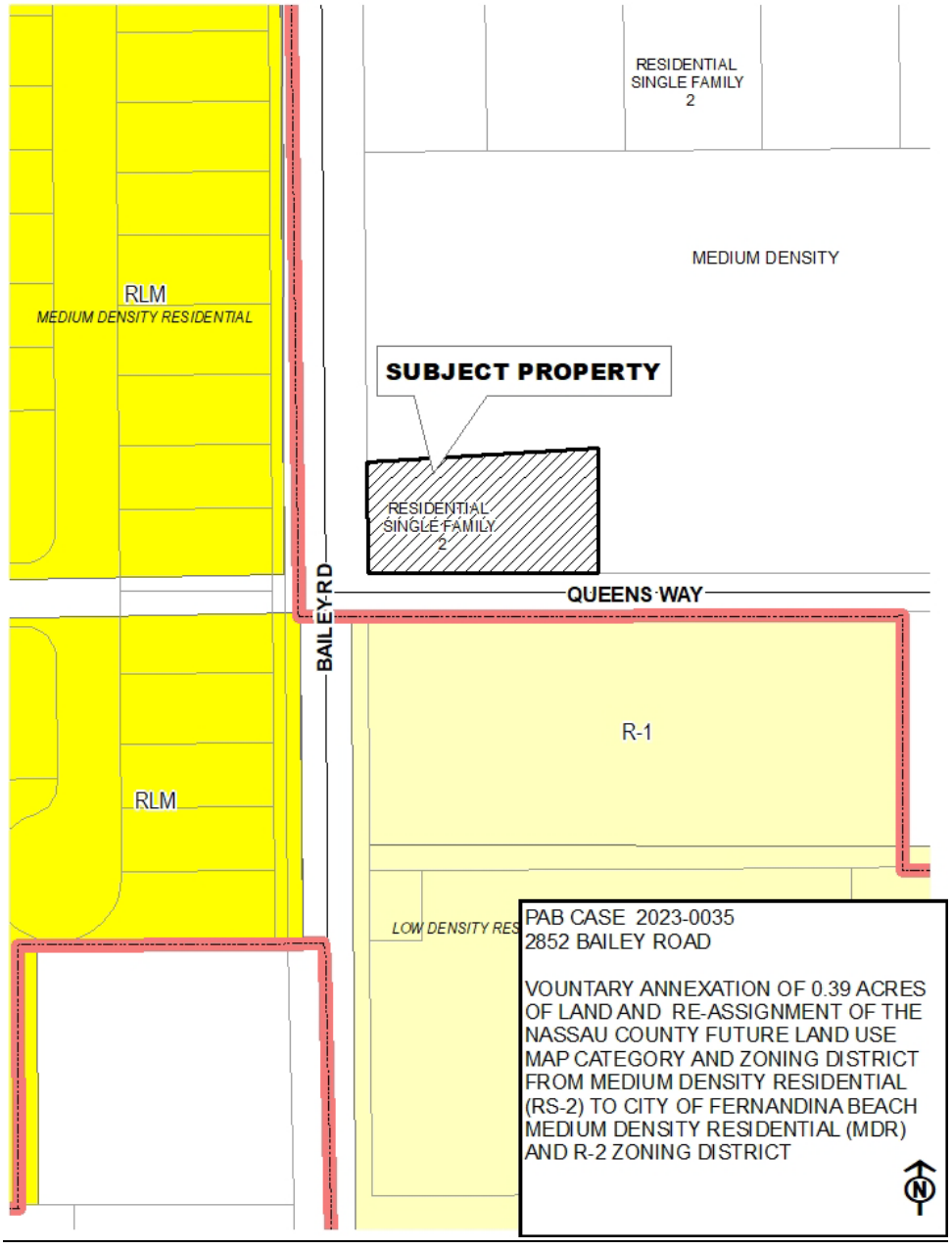
Daphne Forehand
Planner I

APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING 2852 BAILEY ROAD

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Katherine Maley				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Medium Density Residential (MDR) and Medium Density Residential (R-2) Zoning District				
LOCATION:	2852 Bailey Road				
CURRENT ZONING:	Nassau County Residential Single Family 2				
CURRENT LAND USE:	Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE	Approximately 0.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
NASSAU COUNTY	North	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	South	Church	Appx. 1997	R-1	Low Density Residential
NASSAU COUNTY	East	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	West	Dunes of Amelia	Varies	RLM	Medium Density Residential

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



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map Category of Medium Density Residential and corresponding Zoning District of R-2. *Resolution 2023-17* approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The requested FLUM and zoning categories are consistent with the properties' existing Nassau County land use and zoning assignments.

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.

Applicable Policy Reference	***Determination of Consistency***
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 **Medium Density Residential (MDR) FLUM** category, and **Medium Density Residential (R-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 April 18th, 2023.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2023-0035 to the City Commission requesting that a Voluntary Annexation, Assignment of the Medium Density Residential (MDR) land use category, and Medium Density Residential (R-2) zoning district for property located at 2852 Bailey Road be **(approved or denied)** and that PAB case 2023-0035, 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

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

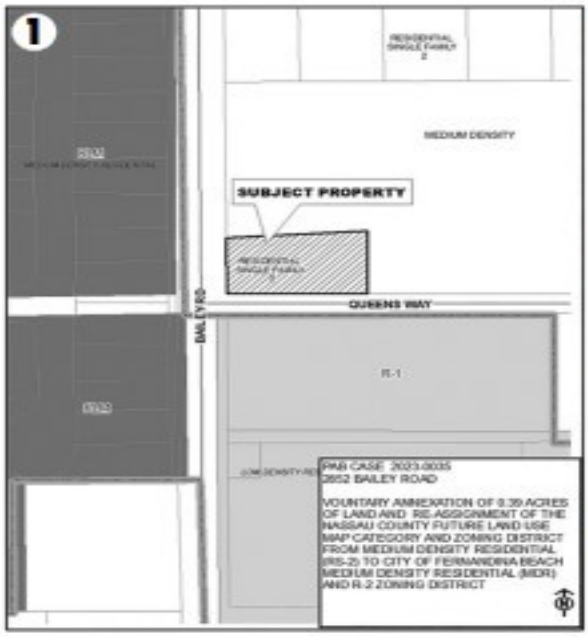
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

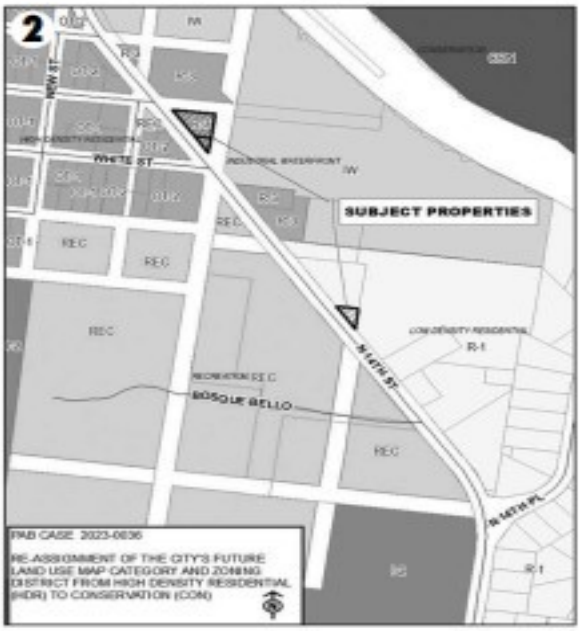
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

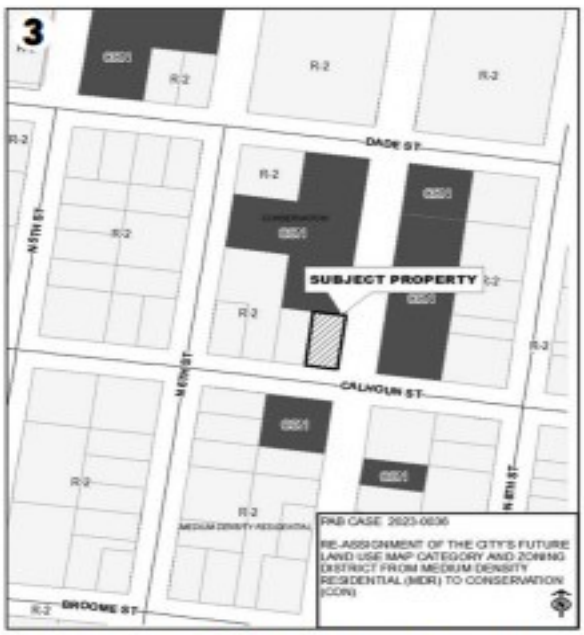
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-20
Future Land Use Map Assignment - 2852 Bailey Road.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-20 at First Reading.

SYNOPSIS: Property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17. This parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation.

City staff identified that an assignment of Low Density Residential (LDR) for this parcel on the City's Future Land Use Map is most appropriate from the current Nassau County Residential Single Family 2.

The Planning Advisory Board held a public hearing on March 8, 2023 and issued a recommendation of approval for designation of Low Density Residential FLUM and R-1 zoning.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-20 at First Reading.

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/28/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I Date: March 22, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17; and

WHEREAS, this parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation; and

WHEREAS, the City staff identified that an assignment of Low Density Residential (LDR) for this parcel on the City's Future Land Use Map is most appropriate from the current Nassau County Residential Single Family 2; and

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, have reviewed the application and held a public hearing on March 8, 2023, 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 February 22, 2023.

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 property identified for this change of the Future Land Use Map to the City of Fernandina Beach Low Density Residential 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 Medium Density to City of Fernandina Beach Low Density Residential (LDR)

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 18th day of April, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

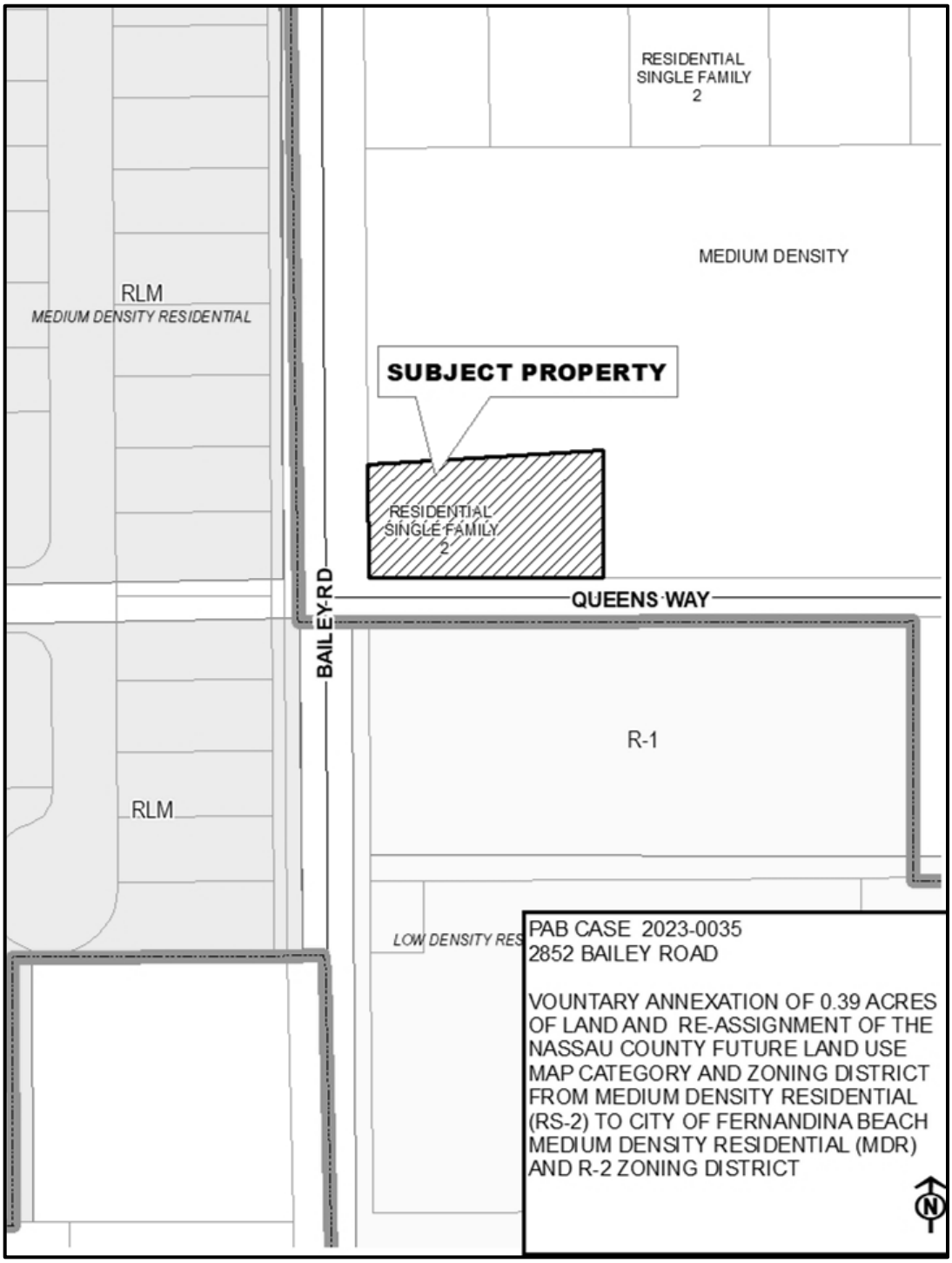
APPROVED AS TO FORM AND LEGALITY:

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023

PROPERTY LOCATED AT 2852 BAILEY ROAD TOTALING 0.39 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



Print

Planning Advisory Board (PAB) - Submission #10825

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [x] 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/7/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0078-0010

Lot*

78

Block*

78 S-1

Subdivision*

bailey road

Zoning District*

R-2 w/PUD

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [x] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Katherine

Last Name*

Maley

Company (if applicable)

Mailing Address*

2852 Bailey Road

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 Ownerâ€™s Authorization For Agent Representation form must be included

First Name

City of Fernandina Beach

Last Name

Dale 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

RESO 2023-17

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

Zoning Map and Future Land Use Map Amendments and Voluntary 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*

2/10/2023

Upload Supporting Documentation*

2023-17 Voluntary Annexation Agreement Katherine Maley 2852 Bailey Road.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0035 (AX, LU, CZ)
Planning Advisory Board Hearing
March 8, 2023

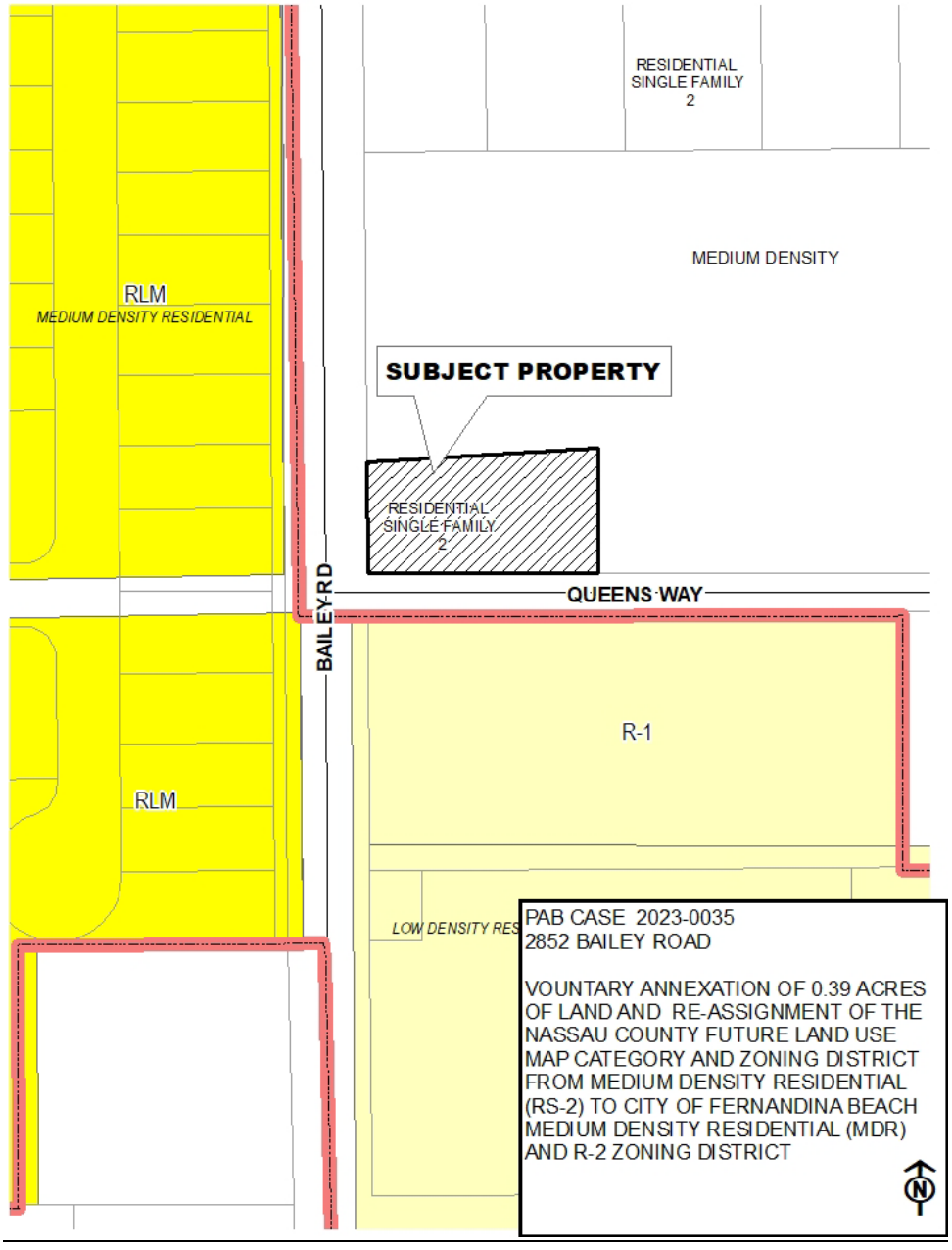
Daphne Forehand
Planner I

APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING 2852 BAILEY ROAD

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Katherine Maley				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Medium Density Residential (MDR) and Medium Density Residential (R-2) Zoning District				
LOCATION:	2852 Bailey Road				
CURRENT ZONING:	Nassau County Residential Single Family 2				
CURRENT LAND USE:	Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE	Approximately 0.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
NASSAU COUNTY	North	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	South	Church	Appx. 1997	R-1	Low Density Residential
NASSAU COUNTY	East	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	West	Dunes of Amelia	Varies	RLM	Medium Density Residential

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



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map Category of Medium Density Residential and corresponding Zoning District of R-2. *Resolution 2023-17* approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The requested FLUM and zoning categories are consistent with the properties' existing Nassau County land use and zoning assignments.

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.

Applicable Policy Reference	***Determination of Consistency***
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 **Medium Density Residential (MDR) FLUM** category, and **Medium Density Residential (R-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 April 18th, 2023.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2023-0035 to the City Commission requesting that a Voluntary Annexation, Assignment of the Medium Density Residential (MDR) land use category, and Medium Density Residential (R-2) zoning district for property located at 2852 Bailey Road be **(approved or denied)** and that PAB case 2023-0035, 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

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

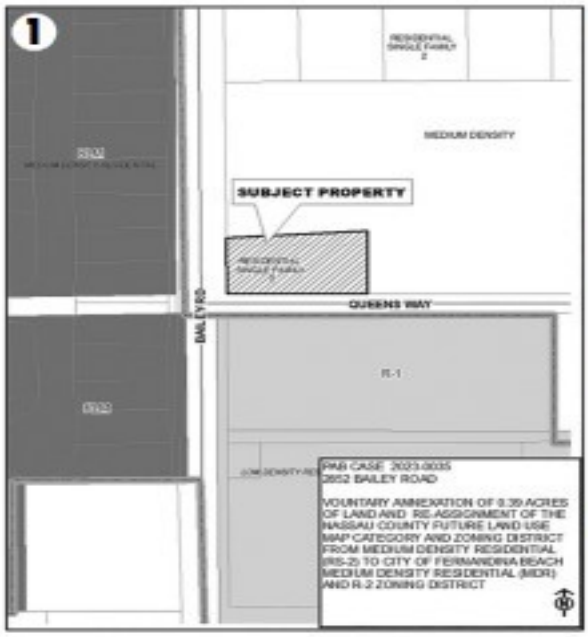
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

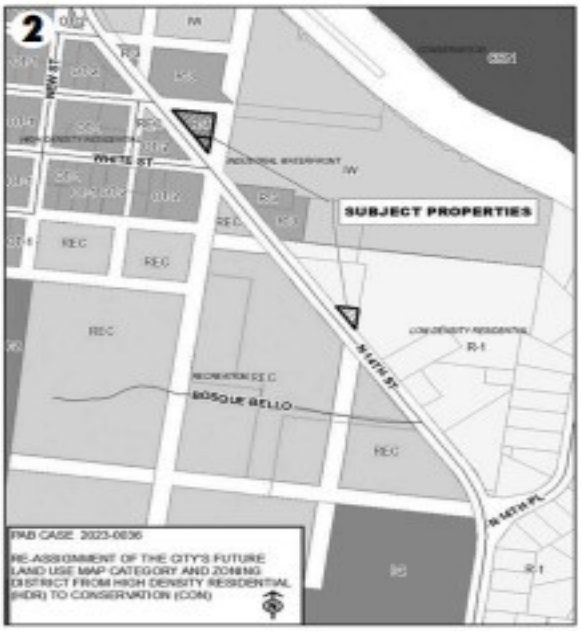
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

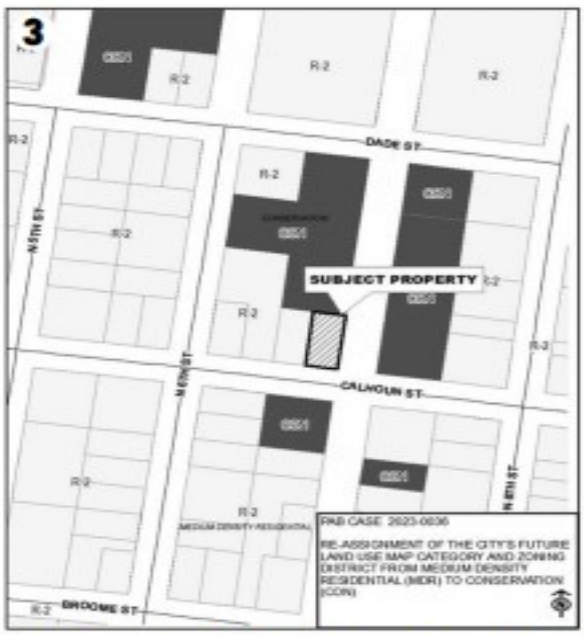
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-21
Zoning Map Assignment - 2852 Bailey Road.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-21 at First Reading.

SYNOPSIS: Property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17. This parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation. City staff identified that an assignment of the City's Low Density Residential (R-1) Zoning District is most appropriate from Nassau County Residential Single Family 2 District;

The Planning Advisory Board held a public hearing on March 8, 2023 and issued a recommendation of approval for designation of Low Density Residential FLUM and R-1 zoning.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No action to be taken at this time, as this is a Quasi-Judicial Hearing.

CITY MANAGER RECOMMENDATION(S): N/A

Kelly Gibson, Planning Deputy Director	3/24/2023
Katie Newton, Legal Assistant	3/30/2023
Agnes White, Administrative Services Manager	4/3/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Daphne Forehand, Planner I Date: March 22, 2023

COMMISSION ACTION:

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17; and

WHEREAS, this parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation; and

WHEREAS, the City staff identified that an assignment of the City's Low Density Residential (R-1) Zoning District is most appropriate from Nassau County Residential Single Family 2 District; and

WHEREAS, the Planning Advisory Board (PAB), acting as the designated Local Planning Agency, has reviewed and held a public hearing on March 8, 2023, 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 February 22, 2023.

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 Low Density Residential (R-1) 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 Residential Single Family 2 to City of Fernandina Beach Low Density Residential (R-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 _____ 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

_____

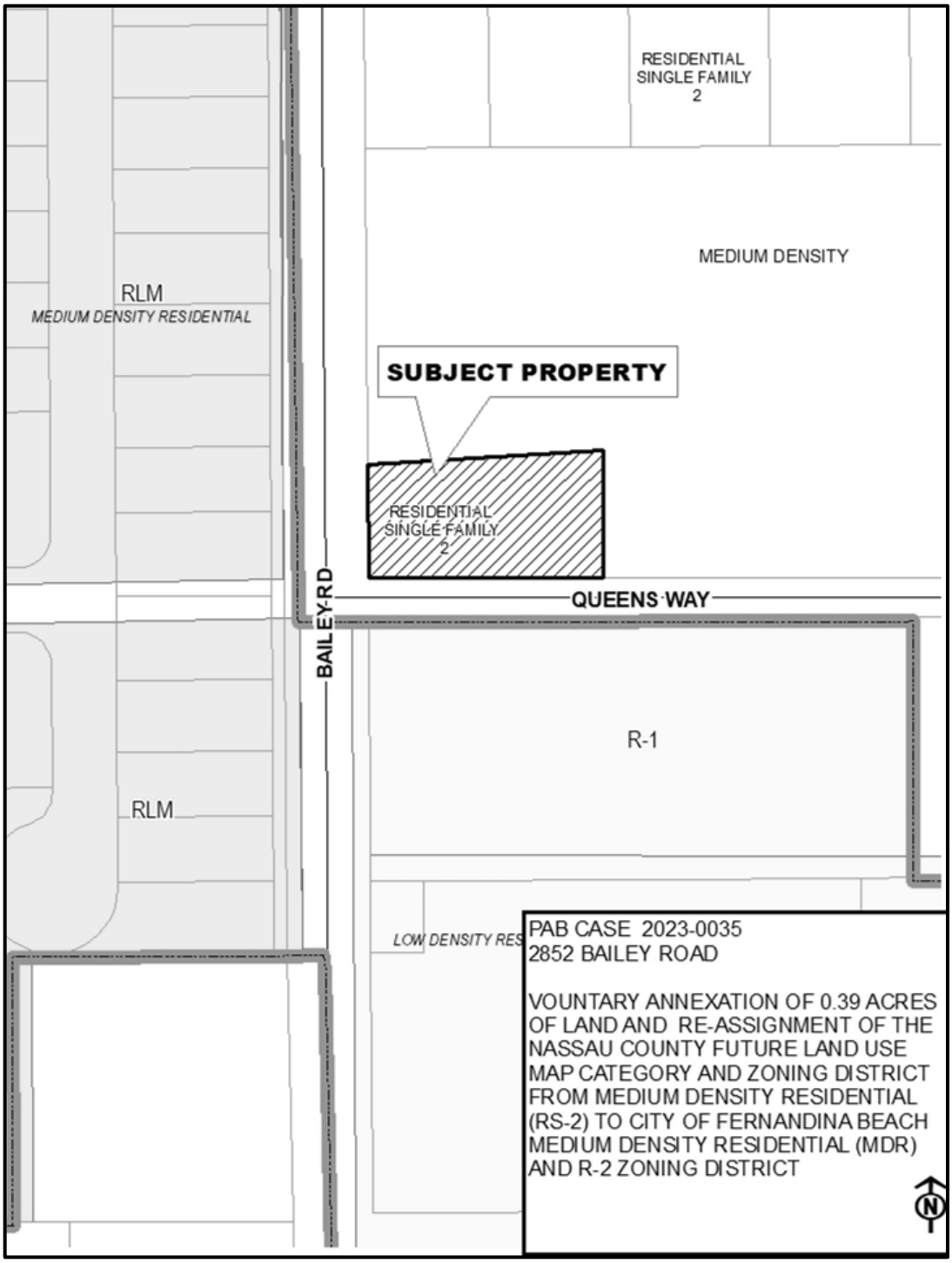
CAROLINE BEST
City Clerk

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing:

PROPERTY LOCATED AT 2852 BAILEY ROAD TOTALING 0.39 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



Print

Planning Advisory Board (PAB) - Submission #10825

Date Submitted: 2/10/2023

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.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [x] 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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 â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

2/7/2023

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0078-0010

Lot*

78

Block*

78 S-1

Subdivision*

bailey road

Zoning District*

R-2 w/PUD

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [x] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Katherine

Last Name*

Maley

Company (if applicable)

Mailing Address*

2852 Bailey Road

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 Ownerâ€™s Authorization For Agent Representation form must be included

First Name

City of Fernandina Beach

Last Name

Dale 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

RESO 2023-17

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

Zoning Map and Future Land Use Map Amendments and Voluntary 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*

2/10/2023

Upload Supporting Documentation*

2023-17 Voluntary Annexation Agreement Katherine Maley 2852 Bailey Road.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0035 (AX, LU, CZ)
Planning Advisory Board Hearing
March 8, 2023

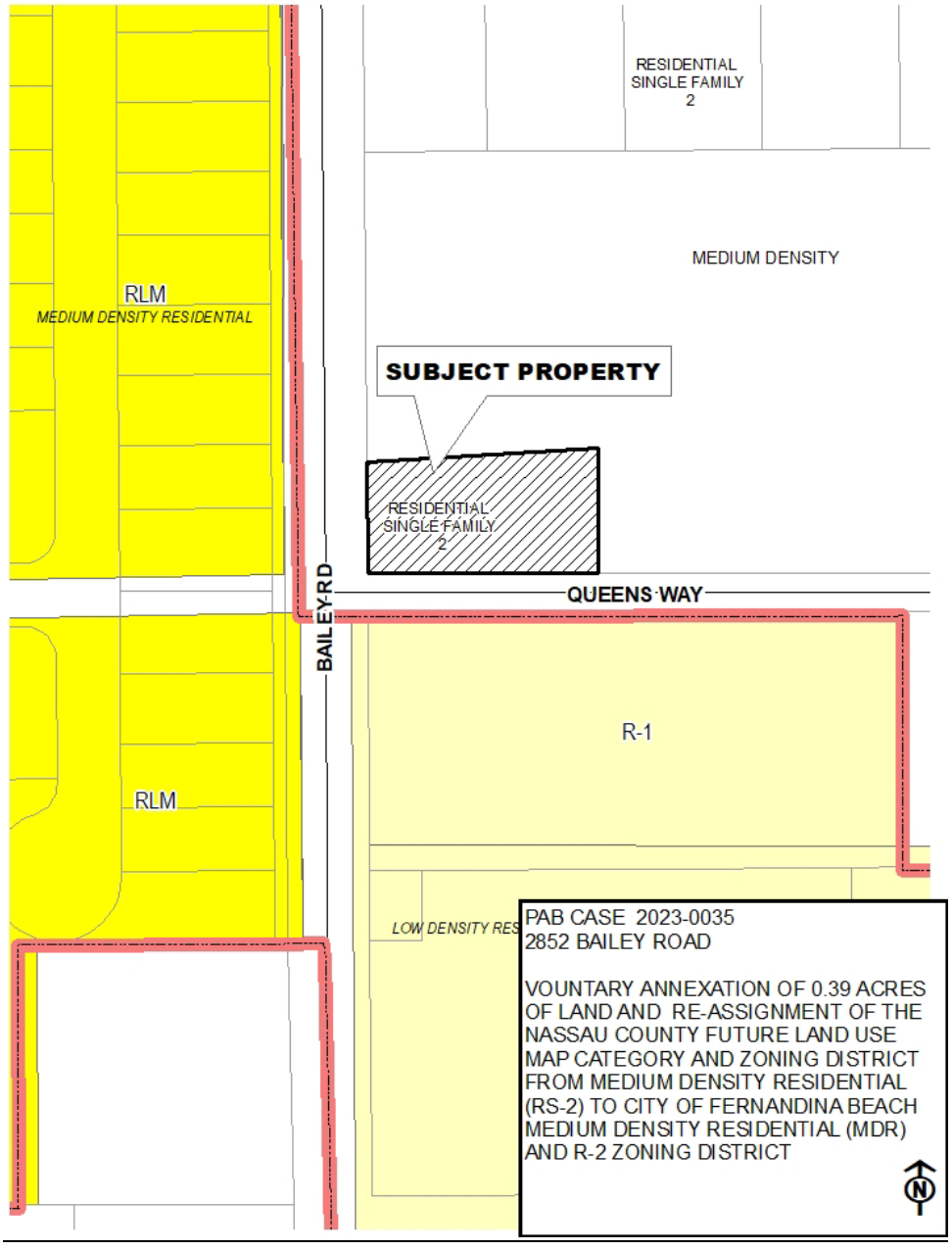
Daphne Forehand
Planner I

APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING 2852 BAILEY ROAD

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Katherine Maley				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Medium Density Residential (MDR) and Medium Density Residential (R-2) Zoning District				
LOCATION:	2852 Bailey Road				
CURRENT ZONING:	Nassau County Residential Single Family 2				
CURRENT LAND USE:	Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE	Approximately 0.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
NASSAU COUNTY	North	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	South	Church	Appx. 1997	R-1	Low Density Residential
NASSAU COUNTY	East	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	West	Dunes of Amelia	Varies	RLM	Medium Density Residential

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



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map Category of Medium Density Residential and corresponding Zoning District of R-2. *Resolution 2023-17* approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The requested FLUM and zoning categories are consistent with the properties' existing Nassau County land use and zoning assignments.

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.

Applicable Policy Reference	***Determination of Consistency***
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 **Medium Density Residential (MDR) FLUM** category, and **Medium Density Residential (R-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 April 18th, 2023.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2023-0035 to the City Commission requesting that a Voluntary Annexation, Assignment of the Medium Density Residential (MDR) land use category, and Medium Density Residential (R-2) zoning district for property located at 2852 Bailey Road be **(approved or denied)** and that PAB case 2023-0035, 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

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

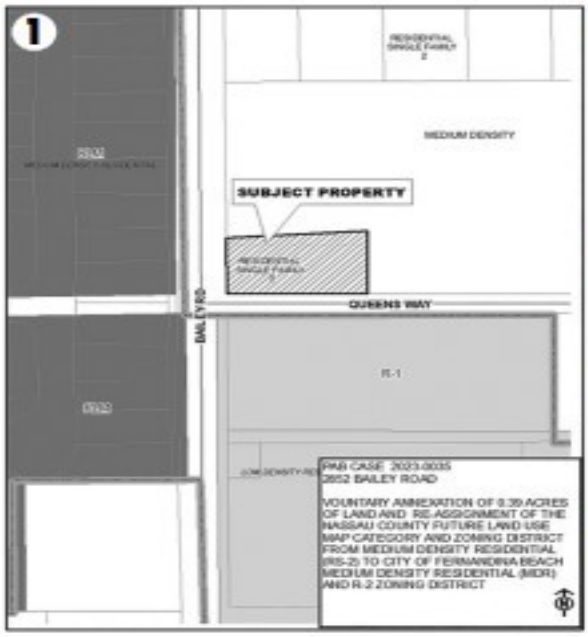
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

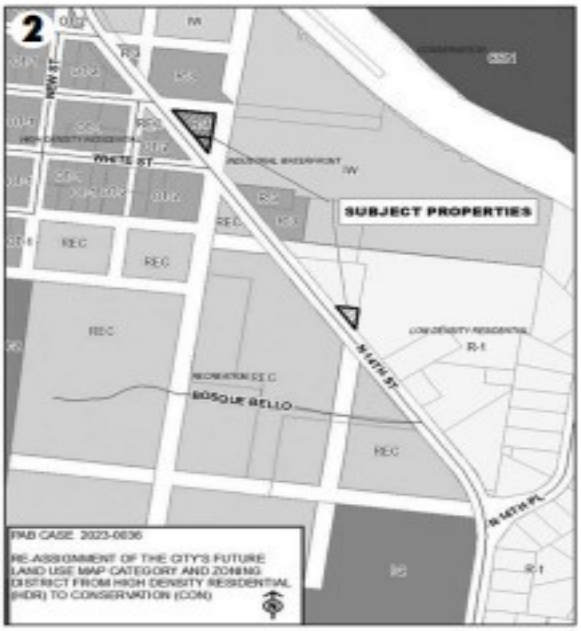
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

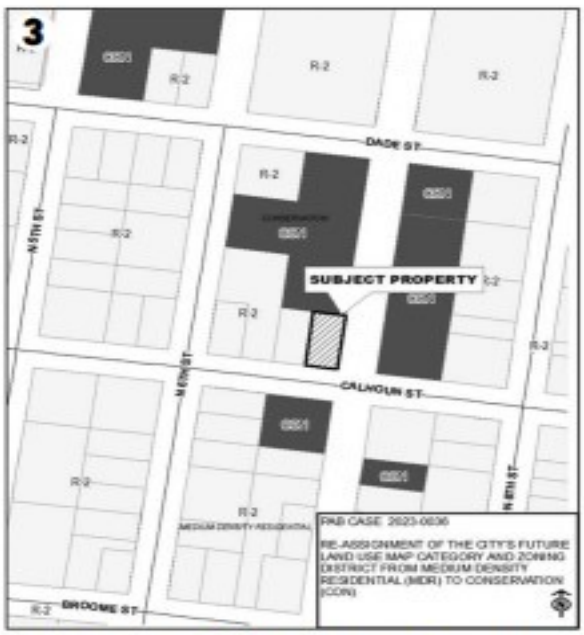
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE







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.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 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.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 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.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 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.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 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. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-09
Right of Way Vacation - Portion of Cessna Lane.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Enact Ordinance 2023-09 at Second Reading.

SYNOPSIS: The City of Fernandina Beach seeks to vacate a portion of the public right-of-way described as a portion of Cessna Lane located between Airport Road and Amelia Island Parkway. The Planning Advisory Board reviewed the application numbered PAB 2022-32 at its February 08, 2023 meeting and issued a recommendation of approval.

This Ordinance was approved at First Reading at the March 21, 2023, City Commission Regular Meeting.

FISCAL IMPACT: The City will receive payment of $40,000, which will be placed in the Airport Funds.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-09 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/3/2023
Katie Newton, Legal Assistant	4/4/2023
Agnes White, Administrative Services Manager	4/4/2023
Mark Foxworth, Interim City Manager	4/4/2023
Tammi E. Bach, City Attorney	4/6/2023

Submitted By: Katie Newton, Legal Assistant Date: March 27, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY FOR A PORTION OF CESSNA LANE BETWEEN AIRPORT ROAD AND AMELIA ISLAND PARKWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant identified as the City of Fernandina Beach, seeks to vacate a portion of public right-of-way described as a portion of Cessna Lane between Airport Road and Amelia Island Parkway; and

WHEREAS, the Airport cannot feasibly use the property for aviation purposes nor lease the Property for revenue generation, and the City of Fernandina Beach would continue to maintain the roadway for the purpose of serving two private-property parcels adjacent to the roadway; therefore, the FAA release of restrictions is justified through its ability to relieve the City Airport of its continued ownership, maintenance, and liability for ownership of the Property; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB 2022-32 at its Regular Meeting on February 8th, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on January 25, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The vacation of a portion of the right-of-way known as Cessna Lane between Airport Road and Amelia Island Parkway as generally described is hereby approved and illustrated by Exhibit A, attached.

SECTION 2. The legal description of the vacated portion of right-of-way is attached hereto as Exhibit B.

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. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final passage.

ENACTED this day__of _____2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

Date of First Reading: March 21, 2023
Date of Second Reading: April 18, 2023

EXHIBIT A

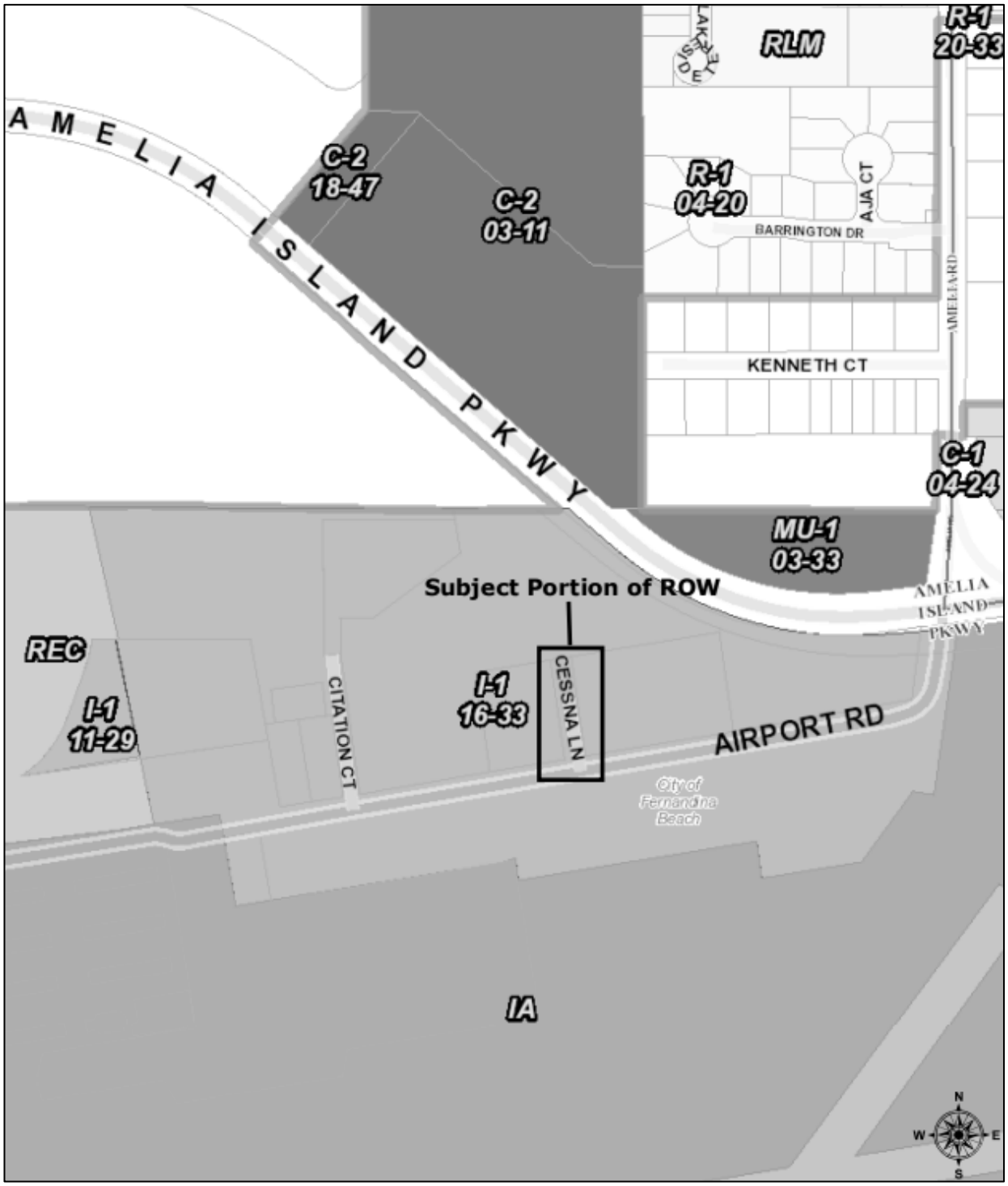

AMELIA ISLAND PKWY
C-2
18-47
C-2
03-11
RLM
R-1
20-33
R-1
04-20
AJA CT
BARRINGTON DR
AMELIA RD
KENNETH CT
C-1
04-24
MU-1
03-33
Subject Portion of ROW
AMELIA ISLAND PKWY
REC
I-1
11-29
CITATION CT
I-1
16-33
CESSNA LN
AIRPORT RD
City of Fernandina Beach
IA
N
W
E
S

EXHIBIT B

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

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°43'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 814.39 FEET; THENCE SOUTH 09°12'45" EAST A DISTANCE OF 394.48 FEET TO INTERSECT THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 80°47'56" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 169.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81°08'35" EAST A DISTANCE OF 50.75 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 838, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 09°04'55" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 239.49 FEET TO THE SOUTHWESTERLY CORNER OF LAST SAID LANDS AND THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE SOUTH 80°41'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD, A DISTANCE OF 49.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054; THENCE NORTH 09°16'04" WEST, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 239.89 FEET TO THE POINT OF BEGINNING.

April 5, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, April 18, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY FOR A PORTION OF CESSNA LANE BETWEEN AIRPORT ROAD AND AMELIA ISLAND PARKWAY; 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.

Print

Planning Advisory Board (PAB) - Submission #10418

Date Submitted: 12/22/2022

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 (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [x] 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)

2023 Submission Deadlines + Meetings Calendar

PAB 2023

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:

- [x] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [x] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [x] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [x] A complete application filed at least forty-five (45) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [x] Proof of Ownership (copy of deed or tax statement);
- [x] A current survey of the property (no older than two years);
- [x] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [x] A detailed letter of intent stating the following:
- [x] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [x] 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?*

12/22/2022

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

Cessna Lane, North of Airport Road

City* Fernandina Beach

State* Florida

Zip* 32034

Parcel ID #(s)*

06-2N-28-0000-0001-0000

Lot* N/A

Block* N/A

Subdivision* N/A

Zoning District* IA

Future Land Use Designation* Industrial

REVIEW TYPE*

- ☐ Zoning Map Amendment â‰¤ 10 acres
- ☐ Zoning Map Amendment > 10 acres
- ☐ LDC Text Amendment
- ☐ Comp Plan Amendment
- ☐ Subdivision Plat â€“ Preliminary â‰¤ 20 units
- ☐ Subdivision Plat â€“ Preliminary > 20 units
- ☐ Subdivision Plat â€“ 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* Dale

Last Name* Martin

Company (if applicable)

City of Fernandina Beach - Airport

Mailing Address*

700 Airport Road

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

904-310-3436

Email Address*

ncoyle@fbfl.org

OWNER'S AGENT

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

First Name

Nathan

Last Name

Coyle

Mailing Address

700 Airport Road

City

Fernandina Beach

State

Florida

Zip

32034

Telephone Number

904-310-3436

E-mail Address

ncoyle@fbfl.org

PROJECT INFORMATION

Previous Planning/Zoning Approvals

None.

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

The purpose of this application is to request vacation of right-of-way for Cessna Lane, North of Airport Road, at the Fernandina Beach Municipal Airport. A letter containing background material and associated exhibits can be found attached to this application.

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*

Nathan

Applicant Last Name*

Coyle

Today's Date*

12/22/2022

Upload Supporting Documentation*

Cessna Drive Property - Vacation of Right of Way Request.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

City of Fernandina Beach
Office of the Airport Director

Mr. Nathan Coyle
ncoyle@fbfl.org

December 22, 2022

City of Fernandina Beach Planning Advisory Board
204 Ash Street
Fernandina Beach, FL 32034

Re: Vacation of Right-of-Way Request; Cessna Lane North of Airport Road

Sir/Ma'am,

The City of Fernandina Beach, Airport Department, requests Vacation of Right-Of-Way for Cessna Lane, North of Airport Road, at the Fernandina Beach Municipal Airport. A survey of the subject property can be found at Attachment 1 to this letter. Supporting details for this vacation request are detailed below:

1. On July 9, 1947, the subject parcel was obligated under the Surplus Property Act as property to be utilized as a public-use airport following the cancellation of a ground lease with the Federal Government/US Navy in support of military aviation activity. The terms and conditions (known as obligations), as amended over time, remain in place today and govern the use of **all** airport property at the Fernandina Beach Municipal Airport.

2. The right-of-way proposed for vacation currently serves as a dead-end roadway between two separate privately-owned parcels with the same ownership. In reference to the depiction at Attachment 2, this roadway, at one time, connected Airport Road to the Amelia Island Parkway as illustrated by the yellow line on the map. In 2012, a release of obligations from the Federal Aviation Administration (FAA) was issued for Parcel 1 (indicated in Blue) and that parcel was sold to the Florida Public Utilities Company. At that time the roadway connection from Airport Road to Amelia Island Parkway was eliminated leaving the remaining dead-end roadway. In 2013, a subsequent release of obligations from the FAA was received and Parcel 2B was sold at Fair Market Value to the same owners of Parcel 2A. The airport now maintains ownership of this remaining roadway serving the same property owner on each side. The Florida Public Utilities

Property obtains access to its parcel to the North from the Amelia Island Parkway. The owners of 1st Coast Storage have approached the City of Fernandina Beach with interest to acquire this remaining roadway/parcel.

Due to the dimensions of the remaining roadway, the airport cannot feasibly utilize this parcel for future aviation activity nor lease this parcel for revenue generation to support airport operations consistent with its federal obligations. This request for vacation of right-of-way would therefore allow for the disposition and sale of this remaining parcel, at fair market value, to the adjacent landowners.

3. A vacation of right-of-way is required to allow for disposition/sale of this property. Furthermore, a release of federal obligations by the Federal Aviation Administration (FAA) is required to allow for disposition/sale of this property. Federal regulations stipulate that obligated airport property can only be released with approval of the FAA, if it cannot allow for future aviation use or revenue generation, and is contingent upon receipt of fair market value for sale of the property. Airport staff has submitted a release of obligations request to the FAA and an authorization of release and sale can be found at Attachment 3 to this letter. This release authorization and proposed purchase and sale agreement will be reviewed by the City Commission at a future date. The City of Fernandina Beach Airport Advisory Commission reviewed this matter during its August 13, 2020 meeting and unanimously recommended submittal to the FAA for release and disposition/sale of this parcel.

4. Pending vacation, release, and sale of this parcel the future use of this roadway/parcel must comply with all City of Fernandina Beach Zoning and land use regulations as established by the City of Fernandina Beach. Use must comply with all requirements of 14 CFR Part 77. Use must also not create a hazard to the landing, taking off, or maneuvering of aircraft at the Fernandina Beach Municipal Airport, or interfere with the use, operation or maintenance of the airport.

5. Florida Public Utilities owns and maintains existing utility structures within the right-of-way along this portion of Cessna Lane. The proposers for purchase of this parcel have

City of Fernandina Beach
Office of the Airport Director

Mr. Nathan Coyle
ncoyle@fbfl.org

coordinated with FPU to prepare an easement to allow for continued use and access by FPU for infrastructure that serves the general public within the current right-of-way. Contingent upon City Commission approval for vacation, release, and sale of this parcel, the associated purchase and sale documents will require execution of an easement with FPU prior to finalization of purchase and sale documents. There are no other public/City utilities in existence along this portion of Cessna Lane.

Please let me know if there is anything else I can provide to assist with your review of this request.

Respectfully,

Nathan Coyle
Airport Director

Cc:
Dale Martin, City Manager
Tammi Bach, City Attorney

Attachments:

1. Subject Parcel Survey
2. Parcel Overview Map
3. FAA Release of Obligations Letter

MAP OF BOUNDARY SURVEY

PREPARED FOR:
FIRST COAST MOVING & STORAGE

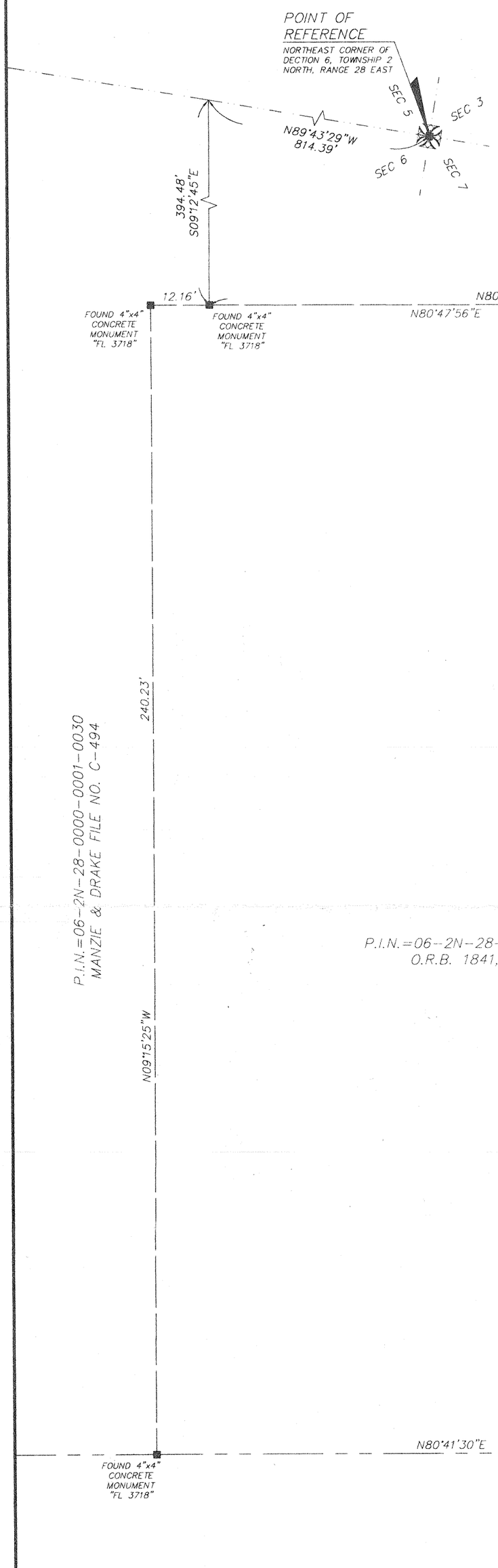
A PARCEL OF LAND SITUATE IN SECTION 6, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°43'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 814.39 FEET; THENCE SOUTH 09°12'45" EAST A DISTANCE OF 394.48 FEET TO INTERSECT THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 80°47'56" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 169.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81°08'35" EAST A DISTANCE OF 50.75 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 838, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 09°04'55" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 239.49 FEET TO THE SOUTHWESTERLY CORNER OF LAST SAID LANDS AND THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE SOUTH 80°41'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD, A DISTANCE OF 49.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054; THENCE NORTH 09°16'04" WEST, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 239.89 FEET TO THE POINT OF BEGINNING.

GRAPHIC SCALE

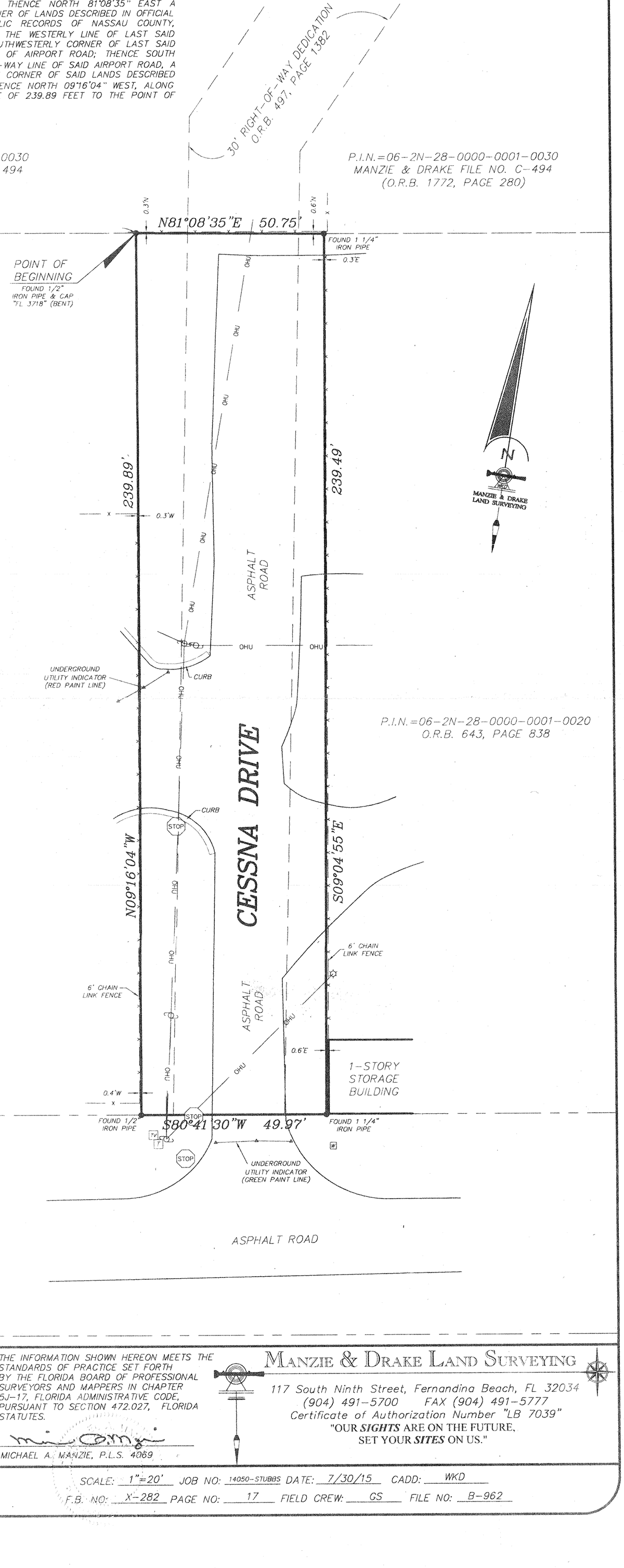
20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



P.I.N.=06-2N-28-0000-0001-0030
MANZIE & DRAKE FILE NO. C-494
(O.R.B. 1772, PAGE 280)

P.I.N.=06-2N-28-0000-0001-004L
O.R.B. 1841, PAGE 1054



AIRPORT ROAD

ASPHALT ROAD

SURVEY NOTES:

1) The "Legal Description" hereon was written by the surveyor.
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) Bearings shown hereon are based on S80°47'56"W for the northerly line of the lands described in O.R.B. 1841, Page 1054. The bearing reference line is indicated as thus (BR).
5) "Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this map/report is for informational purposes only and is not valid."
6) This survey is protected by copyright and is certified only to the entities listed and only for this particular transaction. Any use or reproduction of this survey without the express written permission of the surveyor is prohibited. Use of this survey in any subsequent transactions is expressly prohibited and is not authorized. The surveyor expressly disclaims any certification to any parties in future transactions. No entity other than those listed should rely upon this survey.

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LEGEND

- TV = CABLE TELEVISION PEDESTAL
- -x-x- = CHAIN LINK FENCE
- -OHU- = OVERHEAD UTILITY WIRES
- = LIGHT POLE
- B.R. = BEARING REFERENCE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.N. = PARCEL IDENTIFICATION NUMBER
- T = TELEPHONE PEDESTAL
- W = WATER METER
- = WOOD POWER POLE
- STOP = STOP SIGN

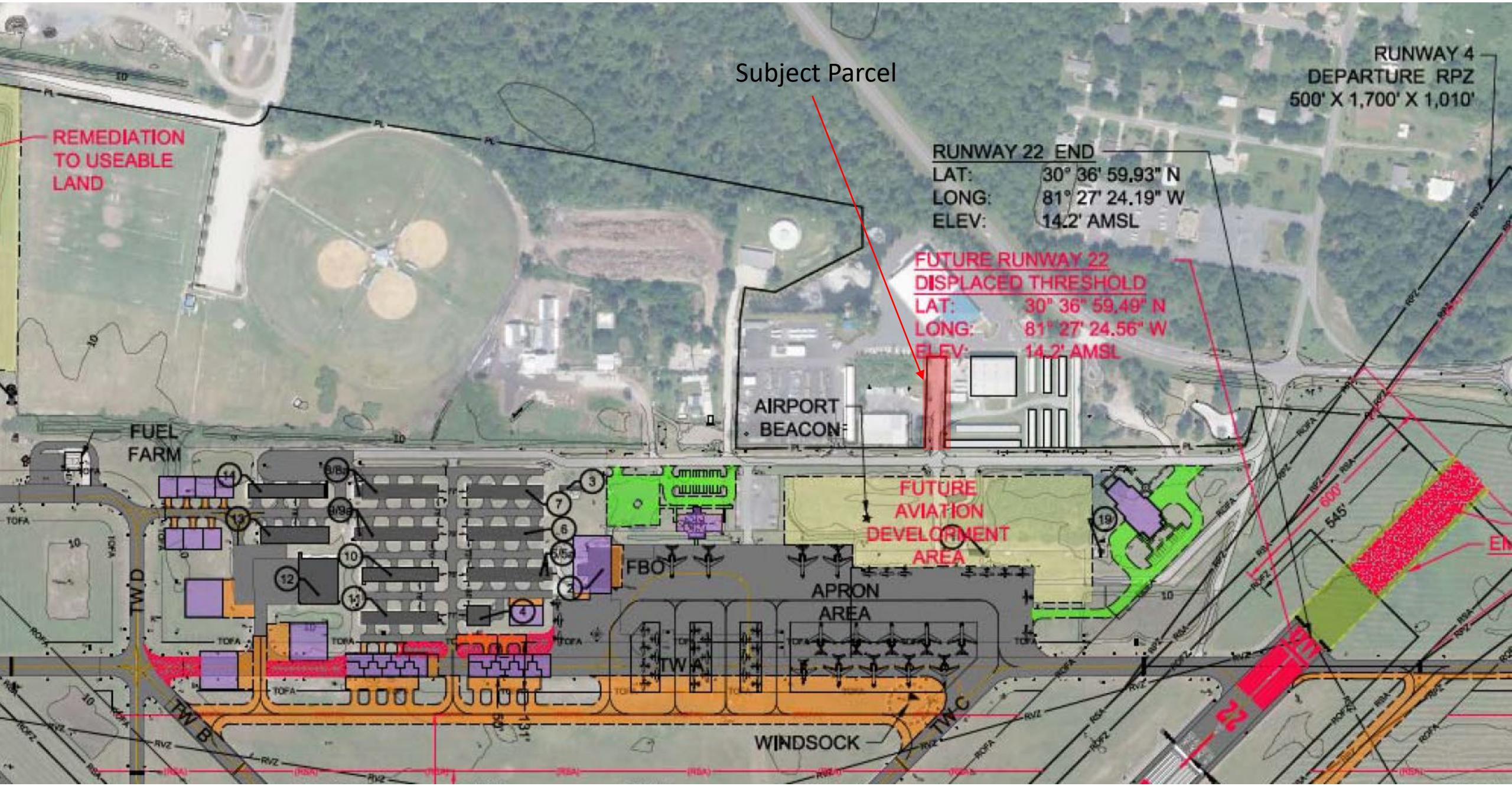
THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 FAX (904) 491-5777
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US."

SCALE: 1"=20' JOB NO: 14050-STUBBS DATE: 7/30/15 CADD: WKD
F.B. NO: X-282 PAGE NO: 17 FIELD CREW: GS FILE NO: B-962

Parcel 1
Parcel 2A
Parcel 2B
AMELIA ISLAND PKWY
AMELIA RD
CITATION CT
CESSNA LN
AIRPORT RD
City of Fernandina Beach
3420
3426
3427
3425
3428
3429
3421
3243
3222
790
780
639
641
671
669
680
700
610
650
0
1-L0


Subject Parcel
RUNWAY 4
DEPARTURE RPZ
500' X 1,700' X 1,010'
REMEDIATION
TO USEABLE
LAND
RUNWAY 22 END
LAT: 30° 36' 59.93" N
LONG: 81° 27' 24.19" W
ELEV: 14.2' AMSL
FUTURE RUNWAY 22
DISPLACED THRESHOLD
LAT: 30° 36' 59.49" N
LONG: 81° 27' 24.56" W
ELEV: 14.2' AMSL
AIRPORT
BEACON
FUEL
FARM
FUTURE
AVIATION
DEVELOPMENT
AREA
FBO
APRON
AREA
TW A
TW B
TW C
TW D
WINDSOCK
600'
545'
22

U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Ste 524
Orlando, FL 32819
Phone: (407) 487-7720
Fax: (407) 487-7135

August 22, 2022

Nathan Coyle, CM, ACE
Airport Director
City of Fernandina Beach
700 Airport Road
Fernandina Beach, FL 32034

Release of Federal Surplus Property Obligations
Fernandina Beach Municipal Airport
0.28 acres located at Cessna Drive, North of Airport Road
Fernandina Beach, Florida

Dear Mr. Coyle:

This is in response to your letter dated April 19, 2021**,** requesting that 0.28 acres of federally obligated land be released from conditions of the Surplus Property Quitclaim Deed dated July 9, 1947. This property was transferred to the City of Fernandina Beach under the authority of the Surplus Property Act of 1947.

A release permitting the sale and disposal of real property transferred to the airport owner under the Surplus Property Act or 49 U.S.C. §47151 is only granted when it is clearly shown such property is no longer needed to directly support an airport purpose or activity and sale of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the land. Conversion of a real property asset into another form of asset, such as cash or physical improvements, can better serve the airport. This objective is not met unless an amount equal to the net sale proceeds based on the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes. The property will be released of its federal obligations for commercial purposes.

Under 49 U.S.C. §47153(c), FAA is required to provide at least a 30-day notice to the public regarding the requested release. The required notice was published in the Federal Register on June 17, 2022.

We have concluded that this property, as legally described in the enclosed Deed of Release, meets the conditions mentioned previously for release. We have also concluded that the release and use of such land for commercial purposes will not interfere with the operation, maintenance or future development of the airport.

By accepting this release, the Airport Owner agrees to:

- Deposit, immediately after the sale, $40,000, based on its current FMV, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.

- Maintain accurate records of the above listed expenditures in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.

- Update the Airport Layout Plan and Exhibit "A" Property Map within 90 days of acceptance of the release.

- Preserve unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Fernandina Municipal Airport.

- Expressly agree for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

- Expressly agree for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Fernandina Municipal Airport or interfere with air navigation and or communication facilities serving Fernandina Municipal Airport, or otherwise constitute an airport hazard, including wildlife hazards.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate and returning one copy to our office.

In addition, please have the original and two copies of the Deed of Release (enclosed) executed on behalf of the Airport Owner and return one copy to us.

Sincerely,

Bart Vernace, P.E.
Manager

3 Enclosures

Accepted for Airport Owner

By: _____

Title: _____

Date: _____

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to City of Fernandina Beach, a body politic, created, operating, and doing business under the laws of the State of Florida, WITNESSETH:

WHEREAS, the United States of America, acting by and through the Federal Aviation Administration under and pursuant to authority contained in the provisions of 49 U.S.C. §47153, and applicable rules, regulations, and orders by an instrument of transfer entitled "Quitclaim Deed" dated July 9, 1947 did remise, release and forever quitclaim to City of Fernandina Beach, it successors and assigns, all rights, title and interest in and to that certain property located and situated in Fernandina Beach, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Nassau County, Florida, Deed Book No. 218, Page 146 reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. §47153; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. §47153 is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Fernandina Beach dated July 9, 1947 which real property is described as follows:

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

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 89°43'29" WEST, ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 814.39 FEET; THENCE SOUTH 09°12'45" EAST A DISTANCE OF 394.48 FEET TO INTERSECT THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1841, PAGE 1054, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 80°47'56" EAST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 169.34 FEET TO THE POINT OF THE BEGINNING; THENCE NORTH 81°08'35" EAST A DISTANCE OF 50.75 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 643, PAGE 838, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENSE SOUTH 09°04'55" EAST, ALONG THE WESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 239.49 FEET TO THE SOUTHWESTERLY CORNER OF LAST SAID LANDS AND THE NORTHERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE SOUTH 80°41'30" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD, A DISTANCE OF 49.97 FEET TO THE SOUTHEASTERLY CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1841, PAGE 1054; THENCE NORTH 09°16'04" WEST, ALONG THE EAST LINE OF LAST SAID LANDS, A DISTANCE OF 239.89 FEET TO THE POINT OF BEGINNING.

Containing 0.28 Acres more or less.

This release is for the specific purpose of permitting the City of Fernandina Beach to sell and convey title to the above described property for commercial purposes.

By its acceptance of this Deed of Release the City of Fernandina Beach also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 22nd day of August, 2022.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By BARTHOLOMEW VERNACE Digitally signed by BARTHOLOMEW VERNACE Date: 2022.08.22 11:52:37 -04'00'

Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

On this 22nd day of August, 2022 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Bart Vernace, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

WITNESS my hand and official seal.

Migdalia Williams
Notary Public in and for said County and State

(SEAL)

My commission expires _____

Notary Public State of Florida
Migdalia Williams
My Commission HH 011159
Expires 06/16/2024

Accepted:

City of Fernandina Beach

By: _____

Title: _____

Date: _____

STAFF REPORT
PAB 2022-0032 (Vacation of ROW)
Planning Advisory Board
February 8, 2023

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach				
AGENT:	N/A				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Cessna Lane North of Airport Road				
CURRENT LAND USE:	Industrial				
CURRENT ZONING:	I-1				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.28 Acres				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
WITHIN CITY LIMITS	North	FPU	Varies	I-1	Industrial
WITHIN CITY LIMITS	South	Airport	Varies	I-1	Industrial
WITHIN CITY LIMITS	East	Storage/Warehouse	Varies	I-1	Industrial
WITHIN CITY LIMITS	West	Storage/Warehouse	Varies	I-1	Industrial

**** 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 Community Development Department Office. ****

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The applicant requests the abandonment of a 50 ft by 239.49 ft section of Cessna Drive located north of Airport Road. In 2011, the City applied to vacate a portion of Cessna Lane between Amelia Island Parkway and Airport Road. (VAC 2011-41). The application for vacating the right-of-way was recommended for approval, except for the improved portion of Cessna Lane (the area of right-of-way being requested at this time). This matter was brought before the City Commission in January 2012 (Ordinance 2011-31) and was approved by a unanimous vote of 5-0. Exhibit A illustrates the original alignment of the roadway connecting Airport Road to Amelia Island Parkway. The property was not fully vacated in 2012 because the property located to the west had uncertain development outcomes. That property has since developed as a warehouse for vehicle storage.

In 2012, the Federal Aviation Administration (FAA) issued a release of obligations for Parcel 1 (highlighted blue) which was subsequently sold to Florida Public Utilities. The right-of-way (ROW) now serves as a dead-end roadway between two separate privately owned parcels with the same ownership. In 2013, the FAA also issued a release of obligations for Parcel 2B, which was subsequently sold to the same owners as Parcel 2A. As a result, the airport currently maintains ownership of this remaining roadway serving the same property owner on each side. Access to the Florida Public Utilities parcel is obtained from Amelia Island Parkway.

The airport has determined that the remaining parcel cannot be feasibly utilized for future aviation activities or leased to generate revenue to support airport operations, consistent with its federal obligations. The applicant requests the vacation of this ROW to allow for the disposition and sale of this remaining parcel at fair market value to the adjacent landowners. A release of federal obligations by the FAA is required to allow for the disposition/sale of this property. In this regard, airport staff has submitted a release of obligations request to the FAA.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Objective 2.04. Right-Of-Way Protection
The City shall institute a program of protection and acquisition of rights-of-way for the roadway network, which includes roadways classified as minor arterials or collectors, to ensure continuity of the roadway network, and to protect the existing and future roadway network from development and other encroachments.

Policy 2.04.04.
The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

Policy 2.04.05.
When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right-of-way:

a. **The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space.**
   This section of Cessna Lane is not currently utilized as a through route to Amelia Island Parkway, as access is provided by Airport Road. The vacation of the right-of-way (VAC 2011-41) was approved, which abandoned access connecting Cessna Lane to the Amelia Island Parkway, except for the improved portion that is the subject of this request.
b. **The proposed vacation is in the public interest.**
   The proposed vacation is not detrimental to the public interest and will allow for the disposition and sale of this remaining parcel at fair market value, to the adjacent landowners to generate revenue to support airport operations consistent with its federal obligations.
c. **The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and**
   The proposed vacation would not preserve or protect an environmental, historical or cultural feature of the City.
d. **The proposed vacation will be offset by at least one public access through street connection.**
   The subject right-of-way is not required for public use and does not serve the City's roadway network nor facilitate public circulation. Adequate access to parcel 1 is provided by Amelia Island Parkway and access to 2A and 2B is provided by Airport Road. There are no additional properties which rely solely on this ROW for access.

CONSISTENCY WITH MUNICIPAL CODES:

Section 70-40 of the City's Code requires the following criteria to be met in order to grant a vacation of right of way:

1. **The requested vacation(s) are consistent with the traffic circulation element of the City's Comprehensive Plan.**
   The requested action is consistent with the traffic circulation element, as stated above.
2. **Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.**
   Adequate access is provided by Amelia Island Parkway and Airport Road.
3. **The vacation(s) would not jeopardize the current or future location of any utility. If any utilities are currently located in the requested vacation area, the applicant shall provide easements to the utilities to adequately provide for access and maintenance.**

Subject to approval by the PAB and City Commission, and the release and sale of this parcel, the prospective purchasers have collaborated with Florida Public Utilities (FPU) to draft an easement allowing for the continuation of FPU's use and access for infrastructure that serves the public within the current right-of-way (ROW). There are no other public or City utilities present along this section of Cessna Lane.

4. **The proposed vacation(s) are not detrimental to the public interest and provides a positive benefit to the City.**
   The proposed vacation of the right-of-way (ROW) is not detrimental to the public interest and will enable the disposition and sale of this remaining parcel at fair market value to the adjacent landowners. This will facilitate the generation of revenue to support airport operations, in compliance with its federal obligations.
5. **All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the City is the applicant.**
   This City is the applicant.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

Application Type	Reviewing Entity	Posted Sign	Posted Agenda	Mailed	Published
Vacation of Right-of-Way (ROW)	Planning Advisory Board	x	x	x	x

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed, and published notice.

CONCLUSION:

Staff finds that the applicant has not fully demonstrated compliance with all relevant Comprehensive Plan policies. However, staff recognizes that the vacation of the right-of-way (ROW) would facilitate the sale/disposition of the property in accordance with the Federal Aviation Administration's (FAA) federal obligations, as outlined in the letter of intent dated December 22, 2022. Additionally, staff finds that the applicant is consistent with subsequent policy statements, as well as the requirements of the Municipal Code and Land Development Code. Based on these considerations, staff recommends approval of PAB 2022-0032.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2022-0032 to the City Commission requesting that a Vacation of ROW be **(approved or denied)** and that PAB case 2022-0032, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

STAFF REPORT
PAB 2022-0032 (Vacation of ROW)
Planning Advisory Board
February 8, 2023

EXHIBIT A: GENERAL AREA MAP WITH AERIAL

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
FEBRUARY 8, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
Barbara Gingher	John Boylan
Richard Doster	Mark Bennett
Nick Gillette	

MEMBERS ABSENT
John Boylan

OTHERS PRESENT:

Daphne Forehand, City Planner	Tammi Bach, City Attorney
Sylvie McCann, Recording Secretary	

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of January 11, 2023.

Member Stevenson noted a small typo. He also suggested reading material introduced by Joyce Tuten during the meeting. He asked that the link to this document be emailed to all board members.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Gingher to approve the Minutes with the noted amendment.

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

4. OLD BUSINESS

There was no Old Business presented.

5. NEW BUSINESS

5.1 PAB 2023-0033 - CITY OF FERNANDINA BEACH, 700 AIRPORT ROAD
FUTURE LAND USE MAP AND ZONING MAP AMENDMENTS

Ms. Forehand began her presentation of the case with the Future Land Use Map amendment request. She spoke of the FAA requirements and their impact with the City uses and that this approval would allow for aviation

uses. She then explained that the applicant also requested a LDC text amendment of use to "Recreation".

Chair Robas asked about the lack of information regarding what is planned once the change is approved. Ms. Bach relayed some information about some discussion of relocating the Ybor Alvarez soccer field to the Hickory Park. Mr. Gillette mentioned that there would be a loss acreage at the Hickory Park with the loss of the practice field. He proposed a mitigation plan would be needed. Member Stevenson asked about an existing lease from the Airport.

Ms. Bach made it clear to the members that the FAA has not requested this change to take place.

Chair Robas voice concerns about the perception of this change and suggested that this be tabled until more information about net recreation loss is brought forward.

At 5:32 Ms. Nathan Coyle joined the audience.

Nathan Coyle, Airport Manager, provided a brief history of the airport property and its community use benefit and the obligation from the airport to work with potential applicants who would like to use the property for aviation and non-aviation uses. Members presented Mr. Coyle with questions regarding enterprises funds, leases, current uses, aviation activities.

Shannon ?,440 Window Road, Amelia Island Industrial, voice support in the property remaining Recreational and the fact that this property is already improved with infrastructure and utilities versus any future property acquired to replace the acreage which could require improvement.

Member Stevenson commented that a solution would be to initiate a lease by to the City in order to provide revenue to the enterprise fund.

5.2 PAB CASE 2023-0033: CITY OF FERNANDINA BEACH, LAND DEVELOPMENT CODE TEXT AMENDMENTS: AMENDING SECTION 2.03.02 TABLE OF LAND USES TO ADD RECREATION AS A PERMISSIBLE PRINCIPAL USE WITHIN INDUSTRIAL AIRPORT (I-A) ZONING DISTRICT.

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to table PAB case 2023-0033; AND that PAB case 2023-0033 regarding Zoning Map and Future Land Use Map amendments and Land Development Amendment as presented is sufficiently, that the applicant should provide more information regarding net loss and how it will be mitigated, is not 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.

5.3 PAB 2022-0032 - CITY OF FERNANDINA BEACH, 3421 CESSNA LANE
Vacation of Right of Way

Ms. Forehand presented the case and recommended approval.

Ms. Bach spoke the history of the request, the potential sale of the property and its process, and clarified that any proceeds from the sale would be allocated to the Airport Enterprise Funds.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Gillette to recommend Approval of PAB case 2022-0032 to the City Commission; AND that PAB case 2022-0032, 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 voice vote, and being all ayes, carried.

6. BOARD BUSINESS

Chair Robas asked about zoning designation to the maps, next month in March and LU and ZC changed

Kelly Gibson, Deputy Direction, confirmed that these corrections would be presented to the board in March.

Member Stevenson asked about the agenda to the Joint Committee Meeting of February 22, 2023. Chair Robas asked about the future projects. Ms. Daphne

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT 6:34

_____ _____

Sylvie McCann, Recording Secretary **Victoria Robas, Chair**

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-02
Land Development Code Text Amendments - Accessory Structures and Accessory Dwelling Units

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023- 02 at Second Reading.

SYNOPSIS: Amends the Land Development Code for accessory structures and accessory dwelling units.
*Exhibit A was reuploaded to correct format anomalies at the time of publication; April 10, 2023.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-02 at Third Reading.

Kelly Gibson, Planning Deputy Director	4/4/2023
Katie Newton, Legal Assistant	4/4/2023
Agnes White, Administrative Services Manager	4/4/2023
Pauline Testagrose, Comptroller	4/6/2023
Mark Foxworth, Interim City Manager	4/6/2023
Tammi E. Bach, City Attorney	4/6/2023

Agnes J. White

Date: April 04, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2023-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FADE; AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FA<;:ADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 5.01.03 (H) TO ALLOW 12 INCH EAVE ENCROACHMENTS INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; ADDING SECTION 5.01.03 (H)(l) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.03(1) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for a Land Development Code (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 ode for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board held public hearings on August 10, 2022, September14, 2022, October 12, 2022 and December 14, 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 Special Meeting on Wednesday, December 14, 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 December 14, 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 enaction.

ENACTED this 18th of April , 2023

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

CAROLINE BEST
City Clerk

TAMMIE.BACH
City Attorney

Date of First Reading: January 17, 2023
Date of Second Reading: February 21, 2023
Date of Third Reading: April 18, 2023
Date of Publication: February 8, 2023
Date of Second Publication: April 5, 2023

CHANGES TO CHAPTER 1

1.07.00 DEFINITIONS

Area, Building means the area within surrounding exterior walls. Areas of the building not within surrounding walls are included in the building area if such areas are included within the horizontal projection of the roof. Areas of the building not within the surrounding walls such as: eave overhangs, uncovered stairwells, uncovered balconies, or uncovered front entry steps are not included in the building area.

Façade, Front means the exterior side of a building which faces and is most closely parallel to the front lot line.

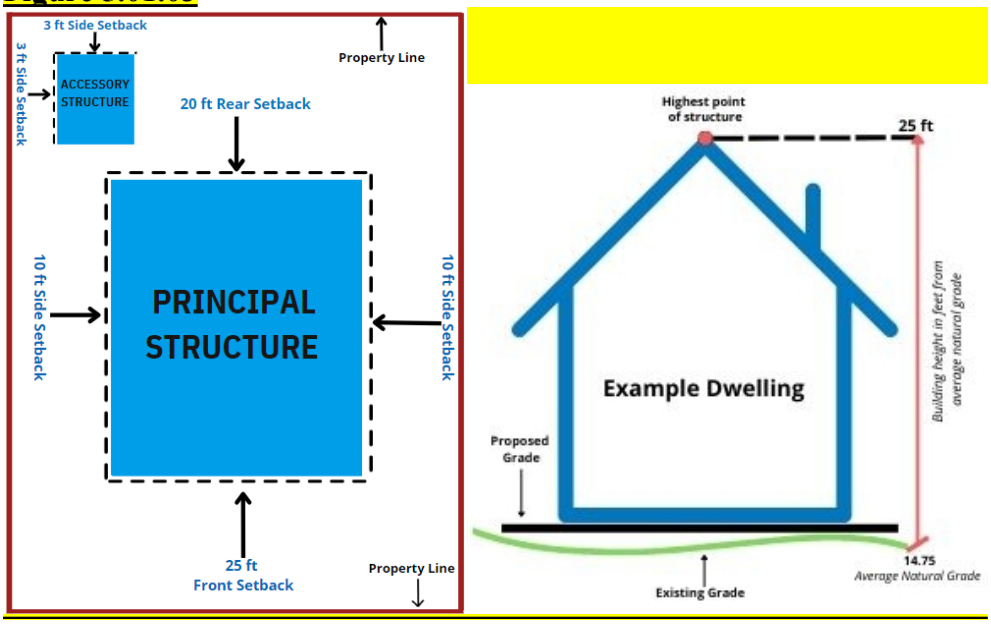
CHANGES TO CHAPTER 5

5.01.03 All Accessory Structures

A. There must be a permitted principal structure in full compliance with all development standards and requirements of this LDC prior to issuance of a permit for an accessory structure. This provision ~~shall~~ will not be construed to prohibit the establishment of an accessory structure simultaneously with the establishment of a permitted principal structure.
B. Permissible accessory uses by zoning district are identified in Table 2.03.03.
C. There must be no more than one (1) detached accessory dwelling unit and not more than a total of two (2) other detached accessory buildings on a lot.
D. An accessory structure must not be located within or partially within any public right-of-way.
E. Accessory structures must be shown on any site plan with full supporting documents as required by this LDC.
F. Accessory structures must be included in all calculations of impervious surface and stormwater runoff requirements.
G. Accessory structures must not be located in any required buffer, landscape area, or stormwater management area.
H. A detached accessory building in a residential zoning district must be located behind the front façade of the principal structure and must be set back ~~from the front lot line a minimum of 25 feet~~, from the side lot line a minimum of three (3) feet, and from the rear lot line a minimum of three (3) feet, except within the C-3 zoning district whereby the building standards set forth in Section 4.02.03(E) ~~shall~~ apply. Eaves may encroach up to twelve (12) inches into the side or rear yard setback.
I. A detached accessory building must not exceed twenty-five (25) feet in height. ~~or exceed a maximum building footprint of 625ft².~~ Building height must be measured from the average natural grade to the highest point on the structure~~,~~. Properties located within a flood hazard area must measure building height to the highest point on the structure from:
    1. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.
    2. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.
J. A detached accessory building must not exceed a building area of 625 square feet.
K. Connection of an accessory structure to a principal structure may be permissible if the connection is non-conditioned, unenclosed, and meets all principal structure setback

requirements. A half wall, knee wall, or railings may be permitted as part of the connection.

Figure 5.01.03



5.01.04 Accessory Dwellings Units (ADU)

A. Accessory dwelling units (ADU) ~~shall~~ do not count towards density. Long-term rental (31 days or more) is permissible when the property upon which the ADU is located receives a homestead exemption from the Nassau County, Florida Property Appraiser. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units ~~shall be~~ are permissible in all residential areas in compliance with the following standards:

1. The ~~total floor~~ building area of the detached accessory dwelling unit ~~shall~~ must not exceed 625 square feet;
2. The maximum height for a detached accessory dwelling unit located as a freestanding building or an apartment over a detached garage may not exceed twenty-five (25) feet, measured from the ~~approved finished grade~~ average natural grade to the highest point on the structure; Properties located within a flood hazard area must measure building height to the highest point on the structure from:
    a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.
    b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.
3. A detached accessory dwelling unit ~~shall~~ must be located ~~only within a rear yard as established by Section 4.02.03~~ behind the front façade of the principal structure; and
4. An accessory dwelling unit ~~shall~~ must comply with all standards set forth in Section 5.01.03.

1. An accessory dwelling is permissible in the I-1 or I-A zoning districts within a building which has as its principal use industrial or commercial uses. The accessory dwelling must comply with the following standards:
    1. The total ~~floor~~ building area ~~shall~~ must not exceed 625 square feet, and only one accessory dwelling is permitted per lot of record or business, whichever is more restrictive;
    2. The accessory dwelling ~~shall~~ must be provided solely for the occupancy by the owner, the manager, or an employee of the business which is the principal use;
    3. The accessory dwelling ~~shall~~ must not have a separate water or electric meter from the business it serves;
    4. Parking for the accessory dwelling may be shared with the business it serves;
    5. The accessory dwelling ~~shall~~ must not have a separate exterior entrance from the business entrance.

B. An accessory dwelling is permissible in the OT-1 or OT-2 zoning districts subject to the standards in Section 8.01.01.02(C).

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

H. 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 not~~ nor exceed 25 feet in height, measured from the average natural grade to the highest point on the structure, ~~shall~~ must not contain a kitchen, and ~~shall~~ must not be rented out. The area of all other outbuildings is limited to 350 square feet and ~~shall~~ must not exceed 16 feet in height, measured from the average natural grade to the highest point on the structure. Properties located within a flood hazard area must measure building height to the highest point on the structure from:

1. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.
2. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

April 5, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, April 18, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FACADE; AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 5.01.03 (H) TO ALLOW 12 INCH EAVE ENCROACHMENTS INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; ADDING SECTION 5.01.03 (H) (I) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.03(1) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS; 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.

Print

Planning Advisory Board (PAB) - Submission #10254

Date Submitted: 11/21/2022

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 (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ 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)

2022 Submission Deadlines + Meetings Calendar

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:

- [x] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [ ] Zoning Map Changes â€“ 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 Boardâ€™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, Ownerâ€™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 Cityâ€™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?*

11/18/2022

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.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

204 Ash Street

City* Fernandina Beach

State* FL

Zip* 32034

Parcel ID #(s)*

0

Lot* 0

Block* 0

Subdivision* 0

Zoning District*

C-1

Future Land Use Designation*

8th St Mixed Use

REVIEW TYPE*

- ☐ Zoning Map Amendment â‰¤ 10 acres
- ☐ Zoning Map Amendment > 10 acres
- ☑ LDC Text Amendment
- ☐ Comp Plan Amendment
- ☐ Subdivision Plat â€“ Preliminary â‰¤ 20 units
- ☐ Subdivision Plat â€“ Preliminary > 20 units
- ☐ Subdivision Plat â€“ 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* Dale

Last Name* Martin

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*

dmartin@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™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

dmartin@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

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

LDC Text Amendment - AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND FRONT FAÃ‡ADE OF PRINCIPAL STRUCTURE, ADDITION OF 16 INCH EAVE ENCROACHMENT ALLOWANCE INTO SIDE OR REAR SETBACK, ADDITION OF BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE; AND SECTION 5.01.03(I) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AND AMENDING SECTUION 5.01.04 TO CLARIFY BUILDING HEIGH MEASUREMENT AND PLACEMENT OF ACCESSORY STRUCTURES BEHIND FRONT FAÃ‡ADE OF PRINCIPAL STRUCTURE; AND AMENDING SECTION 8.01.01.02 TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH OT-1 AND OT-2 ZONING DISTRICTS; AND AMENDING 5.02.02 TO ALLOW EXEMPTIONS FOR OVERNIGHT PARKING WITHIN PERMITTED SEASONAL SALES SITE; AND AMENDING 5.02.06 TO ADD ROLL OFF DUMPSTER AS A PERMITTED TEMPORARY STRUCTURE AND EXTENDING DURATION OF TEMPORARY USE PERMIT TO THIRTY (30) DAYS PER LOT PER YEAR, UNLESS PART OF AN ACTIVE BUILDING PERMIT.

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*

11/21/2022

Upload Supporting Documentation*

Display Ad 113022.docx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

APPROVED

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
AUGUST 10, 2022

1. CALL TO ORDER 5:00

ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:
Victoria Robas (Chair)
Genece Minshew (Vice-chair)
John Boylan
Peter Stevenson
Mark Bennett

MEMBERS ABSENT:
Barbara Gingher

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 from the Regular Meeting of June 8, 2022.

Member Stevenson noted that under item 4.1 he voted no, he did not abstain from voting.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to approve the Minutes with the noted amendment.

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

3.2 Approval of Minutes for the PAB Special Meeting of June 22, 2022.

Member Stevenson noted that under item 4.1 last line, change the word "reapproved" to "reaffirmed".

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to approve the Minutes with the noted amendment.

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

Chair Robas and Members agreed to hear Public Comment prior to the New Business items.

8. PUBLIC COMMENT

Jose Miranda, 309 ½ Centre Street, spoke about the current LDC definition for building footprint, as it relates to accessory dwellings and accessory structures, and requested that the Board consider amending the definition to achieve consistency and accuracy.

Michael Stauffer, 422 S. 6th Street, echoed Mr. Miranda's concern and thanked Staff for working to issue a Memorandum and addressing this concern so quickly.

James Pozzetta, 103 S. 18th Street, first disclosed that he sits on the Historic District Council as a member, spoke of the importance of this issue within the Historic District Council review process.

Judy Fitzwater, 927 S. 7th Street, spoke in favor of PAB case 2022-0024 regarding re-zoning to conservation land.

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 **PAB 2022-0023 - FUTURE LAND USE MAP AND ZONING CHANGES** FOR PROPERTIES LOCATED AT 1060 JEAN LAFITTE BLVD AND ON THIRD STREET TOTALING APPROXIMATELY 3.17 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL (LDR / R-1) TO CONSERVATION (CON)

Ms. Forehand provided a summary of the requested action. She noted that the City would be closing on the property on 3rd Street by the end of this month of August. She also mentioned that this property is mostly wetland. Staff recommended approval.

Member Stevenson asked about if future budget allocations were in place for the maintenance of acquired properties.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to recommend approval of PAB case 2022-0023 to the City Commission; AND that PAB case 2022-0023 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 voice vote, and being all ayes, carried.

5.2 **PAB 2022-0024 - FUTURE LAND USE AND ZONING MAP CHANGES** FOR FLORIDA STATE LANDS LOCATED ON LOTS 8 + 9 S. 7TH STREET AND LOTS 3 + 4 INDIGO/S. 6TH STREET TOTALING 0.24 ACRES OF LAND FROM MEDIUM DENSITY RESIDENTIAL (MDR)/ R-2 TO CONSERVATION/CON

Ms. Forehand provided a summary of the requested action and staff recommended approval.

Judy Fitzwater, 923 S. 7th Street, spoke in favor of re-zoning to conservation land.

Breanna Pajevic, 917 S. 7th Street, voice some concerns about development near her property and would like to keep as much conservation as possible.

John Holbrook, 2009 Beech Street, spoke about the ownership of vacant parcels adjacent to the subject properties.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of the importance of the conservation zoning designation on this parcel.

Judy Fitzwater, 923 S. 7th Street, noted that there is a creek close to these lots.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2022-0024 to the City Commission; AND that PAB case 2022-0024 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 voice vote, and being all ayes, carried.

5.3 **PAB 2022-0025 - PRELIMINARY PLAT -** FOR 2754 + 2766 BAILEY ROAD, FOR 12 SINGLE FAMILY LOTS

Ms. Forehand provided a summary of the requested action. She noted that this request has been reviewed by the Technical Review Committee and are awaiting the result from this review to acquire their Local Development Order. Staff recommended approval.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern regarding higher ground water levels in that area and the amount of tree and vegetation removal.

Asa Gillette, 20 S. 4th Street, was present to answer any questions and addressed the higher ground water level comment.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Bennett to recommend approval of PAB case 2022-0025 to the City Commission; AND that PAB case 2022-0025 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 voice vote, and being all ayes, carried.

5.4 PAB 2022-0022 - VOLUNTARY ANNEXATION + ZONING + LAND USE MAP AMENDMENTS - 2753 AMELIA ROAD - CHARLES HINTON GAINES + BARBARA G. HARPER
REQUEST FOR VOLUNTARY ANNEXATION FOR A PARCEL OF LAND TOTALING 0.90 ACRES OF LAND, ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR), AND ZONING DISTRICT OF MEDIUM DENSITY RESIDENTIAL (R-2) FROM NASSAU COUNTY RESIDENTIAL SINGLE-FAMILY 2 ZONING DISTRICT AND MEDIUM DENSITY LAND USE.

Ms. Forehand provided a summary of the requested action and staff recommended approval.

Members expressed concern with the R-2 and would rather see this parcel zoned R1.

Barbara Harper, 2069 Clinch Drive, owner of the parcel, stated that they would be happy with an R-1 zoning district.

Marsha Christopher, 667 Ferdinand Court, voiced a concern regarding potential development of adjacent properties.

Barbara Harper, 2069 Clinch Drive, spoke about a neighbor's request for an easement.

ACTION TAKEN: A motion was made by Member Minshew, seconded by Member Bennett to recommend approval of PAB case 2022-0022 to the City Commission; requesting a Voluntary Annexation assignment of Low Density Residential Land Use and Low Density Residential R-1 Zoning District for property located at 2753 Amelia Road be approved; AND that PAB case 2022-0022 as presented with the proposed change is sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Rachel Taylor, 2649 Robert Oliver Avenue, asked for clarification of the different zoning densities.

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

6. BOARD BUSINESS

6.1

a. Discussion of Commission Directed LDC Text Amendments: *Impervious Surface, Gross Site Area, Defining "Marina", "Surface Water"*

b. Consistency of LDC Sections 8.01.02 (D) (1) and 3.03.03 (B)(1) "Water-Enhanced Uses" to be exempt from wetland buffers.

Ms. Forehand provided a summary of the requested action and Staff's analysis.

Margaret Kirkland, 1377 Plantation Point Drive, spoke of concerns regarding the development of land located on the Amelia River.

6.2 Member Bennett requested discussion of historically platted lots of record.

Member Bennett indicated that Ms. Gibson has provided substantial information to the Board via email.

6.3 Vision 2045 Update: City Commission consideration of Vision 2045 at its regular meeting on **August 16, 2022**. Documents can be obtained from the City Commission agenda packet or the City's website at www.fbfl.us/vision2045.
The City Commission Agenda with this item is expected to be published on Tuesday, August 9, 2022.

7. STAFF REPORT

Margaret Kirkland, 1377 Plantation Point Drive, spoke of concerns about the smaller platted lots of record and tree loss.

8. ADJOURNMENT 7:19

Taylor Hartmann. Recording Secretary

Victoria Robas, Chair

APPROVED

MINUTES - AMENDED
PLANNING ADVISORY BOARD
REGULAR MEETING
SEPTEMBER 14, 2022

1. CALL TO ORDER 5:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson
Genece Minshew (Vice-chair)	Barbara Gingher
John Boylan	Richard Doster

MEMBERS ABSENT:
Mark Bennett

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 of the Regular Meeting of August 10, 2022.

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

There were no New Business items to discuss.

7. BOARD BUSINESS

Board members agreed to discuss the topic of affordable housing prior to the listed items on the agenda.

City Attorney Bach provided the Board with an overview of the Florida Statute regulating the renting of accessory dwelling units.

Member decided to discuss item 7.1 first.

7.1 LDC AMENDMENTS DISCUSSION

- City Commission Recommendation Changes
  - Ms. Forehand provided the Board with an overview of the proposed text amendment options for chapter one definitions including building area, surface water, and marina.

- Accessory Dwelling Unit (ADU) - footprints/overhang
  - James Pozzetta, 103 S. 18th Street, inquired about some of the proposed language relating to permissible building projections on accessory structures.

  - Jose Miranda, Miranda Architects, spoke about the difficulties design professionals are facing.

- Accessory Dwelling Unit (ADU) Memo
  - Ms. Gibson explained that the memo has been issued and clarified that the memo is consistent with the language that has been presented.

7.2 Discussion: Advertising Costs.

Ms. Gibson provided the Board with an overview of the standard and anticipated advertising costs.

7.3 Continuation of discussion on historically platted lots of record.

This item was discussed first.

Members agreed that this item should be postponed until Member Bennett returns in October.

8. STAFF REPORT

Ms. Forehand indicated that she has created a survey to understand how the community is interacting with the LDC.

9. PUBLIC COMMENT

No parties wished to speak.

10. ADJOURNMENT 7:10

Taylor Hartmann, Recording Secretary

Victoria Robas, Chair

MINUTES AMENDED
PLANNING ADVISORY BOARD
REGULAR MEETING
OCTOBER 12, 2022

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM
MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson
Genece Minshew (Vice-chair)	Mark Bennett
Barbara Gingher	John Boylan
Richard Doster	

MEMBERS ABSENT:
None

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 Regular Meeting of September 14, 2022.

Member Stevenson noted that under Members Present Member Doster's name is missing.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Minshew to approve the Minutes with the noted amendment.

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

There were no New Business items to discuss.

6. BOARD BUSINESS

6.1 DISCUSSION OF FUTURE LDC AMENDMENTS

a. 1.00.07 Definitions

b. 4.05.16 Canopy Roads (as directed by Mayor Lednovich)
c. 5.01.03 Accessory Structures
d. 5.01.04 Accessory Dwelling Units (ADU)
e. 8.01.01.02 Specific Requirements within OT-1 and OT-2 Districts
f. 5.02.02 Seasonal Sales
g. 5.02.03 Moveable Module Storage Units and Roll-Off Dumpsters

Chair Robas stated that the topic of density was raised as a significant concern during the recently held Candidate Forum.

Members discussed ways to provide more information to the public.

Member Doster noted that a look a density should be dealt way before development begins and should be looked at years ahead.

Member Bennett mentioned that an awareness of how many remaining vacant lots of record within the City limit would offer some insight on how these lots could be analyzed and what amendment could be proposed in the future regarding density.

Member Minshew spoke about her request for the Planning & Conservation Department's Goals for 2023.

Ms. Forehand presented some of the amendments of some Standards from Chapter 6 and asked for some input from the Board. Member Stevenson also noted that looking at Chapter 3 relating to the Waterfront planning would also be a good idea. Ms. Forehand also spoke of Surface Water definition.

The Board reviewed the proposed tree canopy road amendments and discussed pros and cons, such as the process of designating canopy roads and the impact of trees located on private property. Ms. Gibson noted that the City Commission would need to provide direction on the process. Ms. Gibson answered some additional questions from members.

Ms. Forehand presented her analysis regarding Accessory Structures in Chapter 5. Members asked Staff questions regarding location of the structures.

James Pozzetta, architect, 103 S. 18th Street, asked if these changes would impact the compliance of existing front porches, enclosures or any front façade.

Betsy Huben, 4615 Philips Manor Place, expressed concern with text amendments potentially limiting the uses on older properties.

Mike Stauffer, 422 S. 6th Street, spoke about the proposed accessory structure amendments and the percentage threshold of improvement to a non-compliant property, and a memo of understanding regarding height measurements in flood zone. Upon his suggestion, Staff will adjust the language of these amendments to Accessory Dwelling Units (ADU) consistent with the one regarding the principal structure in Chapter 4.

Members raised questions about properties in Old Town and the current code requirements. Ms. Bach noted she will look up the code and provide insight regarding the Historic District Guidelines.

Mike Stauffer, 4615 Philips Manor Place, questioned the definition of total building area and total floor area.

Members had no questions regarding the amendments to Seasonal Sales.

Members discussed the possibility to amend the language regarding POD and Roll-Off Dumpsters to include a wider timeframe if the permit is associated with a building permit.

Lauree Hemke, 751 Barrington Drive, commented on the amount of work going into LDC amendments and asked that the Board not lose sight of the bigger picture and the public input from the 2019 EAR.

7. STAFF REPORT

City Attorney Bach provided the Board with an overview of the City Commission and City Manager direction on how to address the Comprehensive Plan revisions.

Ms. Gibson commented that, currently, the priority is to provide the Board with a final document of the LDC restructuring by January 2023. She also mentioned that this doesn't stop members to look into the Comprehensive Plan and provide some feedback. Members discussed goals for 2023.

Ms. Forehand provided a timeline regarding the LDC restructuring & Municode Integration in 2023.

Member Minshew suggested that a communication strategy be established between the public, the professional community, the Board Members and the Commission, and that a couple of workshops be set up in between January and March of 2023.

8. PUBLIC COMMENT

Lori Hemke, 751 Barrington Drive, spoke in favor of public involvement with the LDC restructuring.

9. ADJOURNMENT 7:36 PM

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

MINUTES
PLANNING ADVISORY BOARD
SPECIAL MEETING
DECEMBER 14, 2022

1. CALL TO ORDER 3:00

2. ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair) Peter Stevenson
Barbara Gingher John Boylan
Richard Doster

MEMBERS ABSENT:

Mark Bennett

OTHERS PRESENT:

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

3. PLEDGE OF ALLEGIANCE

4. NEW BUSINESS

4.1 **PAB CASE 2022-28 LAND DEVELOPMENT CODE TEXT AMENDMENTS RELATING TO WATERFRONT DEVELOPMENT AND MARINAS:** AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR MARINA AND SURFACE WATER; AND AMENDING SECTION 3.03.03(B)(1) TO INCLUDE WATER ENHANCED USES AS EXEMPT FROM THE REQUIRED BUFFERS; AND ADDING MARINAS AS A PERMISSIBLE PRINCIPAL USE WITHIN RECREATIONAL (REC) ZONING DISTRICT IN SECTION 2.03.02 TABLE OF LAND USES.

Member Stevenson presented an alternative definition of surface water for members to consider.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Gingher to recommend approval of PAB case 2022-0028 to the City Commission; AND that PAB case 2022-0028 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 voice vote, and being all ayes, carried.

4.2 **PAB CASE 2022-29 LAND DEVELOPMENT CODE TEXT AMENDMENTS RELATED TO ACCESSORY STRUCTURES AND ACCESSORY DWELLING UNITS:** AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FACADE; AND AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AND REVISING SECTION 5.01.03. (H) TO ALLOW 16 INCH EAVE ENCROACHMENTS INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; AND ADDING SECTION 5.01.03 (H)(1) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO

THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AND AMENDING SECTION 5.01.03(I) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AND AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AND AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND the FRONT FACADE OF A PRINCIPAL STRUCTURE; AND AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS.

Ms. Forehand provided the Board with an overview of the history of the proposed amendments.

Betsey Huben, 4615 Philips Manor Place, spoke about the inability of existing accessory structures to become ADUs.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Gingher to recommend approval of PAB case 2022-0029 to the City Commission; AND that PAB case 2022-0029 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 voice vote, and being all ayes, carried.

4.3 **PAB CASE 2022-30 LAND DEVELOPMENT CODE TEXT AMENDMENTS RELATED TO SEASONAL SALES OVERNIGHT PARKING AND TEMPORARY PORTABLE STRUCTURES:** AMENDING SECTION 5.02.02 (D) TO ALLOW AN EXEMPTION FOR OVERNIGHT PARKING WITHIN A PERMITTED SEASONAL SALES SITE, AND AMENDING SECTION 5.02.06 TO ADD ROLL-OFF DUMPSTER AS A PERMITTED TEMPORARY PORTABLE STRUCTURE; AND EXTENDING THE DURATION OF TEMPORARY USE PERMITS TO THIRTY (30) DAYS PER LOT PER YEAR, UNLESS MADE PART OF AN ACTIVE BUILDING PERMIT.

Ms. Forehand provided the Board with an overview of the history of the proposed amendments.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Gingher to recommend approval of PAB case 2022-0030 to the City Commission; AND that PAB case 2022-0030 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 voice vote, and being all ayes, carried.

4.4 **PAB CASE 2022-31 LAND DEVELOPMENT CODE TEXT AMENDMENTS TO CREATE CANOPY ROAD DESIGNATION PROGRAM:** CREATING A NEW SECTION 4.05.17 FOR CANOPY ROAD DESIGNATION; INCORPORATING CERTAIN DEVELOPMENT RESTRICTIONS FOR PROTECTION OF ANY DESIGNATED CANOPY ROADS; ESTABLISHING CANOPY ROAD PROTECTION ZONES, AND RESTRICTING TREE REMOVAL ON DESIGNATED CANOPY ROADS, AND PROVIDING FOR APPEALS, AND ESTABLISHING A PROCESS FOR VIOLATIONS

Ms. Forehand provided the Board with an overview of the history of the proposed amendments.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Doster to recommend approval of PAB case 2022-0031 to the City Commission; AND that PAB case 2022-0031 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 voice vote, and being all ayes, carried.

5. BOARD BUSINESS

There were no Board Business items to discuss.

6. STAFF REPORT

7. PUBLIC COMMENT

8. ADJOURNMENT 4:00

_____ _____

Taylor Hartmann. Recording Secretary Victoria Robas, Chair

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD SPECIAL MEETING AT 3PM

NOTICE IS HEREBY GIVEN that the Planning Advisory Board of the City of Fernandina Beach, Florida, will hold a special meeting on **Wednesday, December 14, 2022, at 3:00 PM** in the City Commission Chambers, 204 Ash Street, Fernandina Beach, Florida to consider various Land Development Code Amendments including:

PAB CASE 2022-28 LAND DEVELOPMENT CODE TEXT AMENDMENTS RELATING TO WATERFRONT DEVELOPMENT AND MARINAS: AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR MARINA AND SURFACE WATER; AND AMENDING SECTION 3.03.03(B)(1) TO INCLUDE WATER ENHANCED USES AS EXEMPT FROM THE REQUIRED BUFFERS; AND ADDING MARINAS AS A PERMISSIBLE PRINCIPAL USE WITHIN RECREATIONAL (REC) ZONING DISTRICT IN SECTION 2.03.02 TABLE OF LAND USES.

PAB CASE 2022-29 LAND DEVELOPMENT CODE TEXT AMENDMENTS RELATED TO ACCESSORY STRUCTURES AND ACCESSORY DWELLING UNITS: AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FAÇADE; AND AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FAÇADE OF A PRINCIPAL STRUCTURE; AND REVISING SECTION 5.01.03. (H) TO ALLOW 16 INCH EAVE ENCROACHMENTS INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; AND ADDING SECTION 5.01.03 (H)(1) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AND AMENDING SECTION 5.01.03(I) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AND AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AND AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FAÇADE OF A PRINCIPAL STRUCTURE; AND AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS.

PAB 2022-30 LAND DEVELOPMENT CODE TEXT AMENDMENTS RELATED TO SEASONAL SALES OVERNIGHT PARKING AND TEMPORARY PORTABLE STRUCTURES: AMENDING SECTION 5.02.02 (D) TO ALLOW AN EXEMPTION FOR OVERNIGHT PARKING WITHIN A PERMITTED SEASONAL SALES SITE; AND AMENDING SECTION 5.02.06 TO ADD ROLL OFF DUMPSTER AS A PERMITTED TEMPORARY PORTABLE STRUCTURE; AND EXTENDING THE DURATION OF TEMPORARY USE PERMITS TO THIRTY (30) DAYS PER LOT PER YEAR, UNLESS MADE PART OF AN ACTIVE BUILDING PERMIT.

PAB 2022-31 LAND DEVELOPMENT CODE TEXT AMENDMENTS TO CREATE A CANOPY ROAD DESIGNATION PROGRAM: CREATING A NEW SECTION 4.05.17 FOR CANOPY ROAD DESIGNATION; INCORPORATING CERTAIN DEVELOPMENT RESTRICTIONS FOR PROTECTION OF ANY DESIGNATED CANOPY ROADS; ESTABLISHING CANOPY ROAD PROTECTION ZONES; AND RESTRICTING TREE REMOVAL ON DESIGNATED CANOPY ROADS; AND PROVIDING FOR APPEALS; AND ESTABLISHING A PROCESS FOR VIOLATIONS.

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.

Copies of the applications may be inspected in the office of the Department of Planning & Conservation, 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.

February 8, 2023
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, February 21, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FA<;:ADE; AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FA<;:ADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 5.01.03 (H) TO ALLOW 12 INCH EAVE ENCROACHMENTS INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; ADDING SECTION 5.01.03 (H)(I) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.03(1) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FACADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS; 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.

SYNOPSIS LAND DEVELOPMENT CODE AMENDMENTS
PAB CASE 2022-29 Accessory Structures and Accessory Dwelling Units
December 2022

CHANGES TO CHAPTER 1

STAFF OVERVIEW:

- *Requested additions to 1.07.00 Acronyms and Definitions. Addition of new definitions: "building area" and "front façade" to address requested revisions to 5.01.03, 5.01.04, and 8.01.01.02.*

1.07.00 DEFINITIONS

Area, Building means the area within surrounding exterior walls. Areas of the building not within surrounding walls shall be included in the building area if such areas are included within the horizontal projection of the roof. Areas of the building not within the surrounding walls such as; eave overhangs, uncovered stairwells, uncovered balconies, or uncovered front entry steps are not included in the building area.

Façade, Front means the exterior side of a building which faces and is most closely parallel to the front lot line.

CHANGES TO CHAPTER 5

STAFF OVERVIEW:

- *Amending 5.01.03 (H) to direct accessory structures to be located behind the front façade of the principal structure. Addition of a 12-inch eave encroachment into side or rear setback for architectural features.*
- *Amending 5.01.03 (I) to provide consistency for calculation of building height from average natural grade as provided within LDC section 4.02.03(C)(1)(a) and (b).*
- *Amending 5.01.03 (I) and (J) by striking "building footprint". Replacing "building footprint" with "building area" to clarify calculation of maximum square footage. Accessory structures must not exceed a maximum building area of 625 square feet.*

5.01.03 All Accessory Structures

A. There must be a permitted principal structure in full compliance with all development standards and requirements of this LDC prior to issuance of a permit for an accessory structure. This provision shall not be construed to prohibit the establishment of an accessory structure simultaneously with the establishment of a permitted principal structure.
B. Permissible accessory uses by zoning district are identified in Table 2.03.03.
C. There must be no more than one (1) detached accessory dwelling unit and not more than a total of two (2) other detached accessory buildings on a lot.
D. An accessory structure must not be located within or partially within any public right-of-way.
E. Accessory structures must be shown on any site plan with full supporting documents as required by this LDC.
F. Accessory structures must be included in all calculations of impervious surface and stormwater runoff requirements.
G. Accessory structures must not be located in any required buffer, landscape area, or stormwater management area.
H. A detached accessory building in a residential zoning district must be located behind the front façade of the principal structure and must be set back ~~from the front lot line a minimum of 25 feet~~, from the side lot line a minimum of three (3) feet, and from the rear lot line a minimum of three (3) feet, except within the C-3 zoning district whereby the building standards set forth in S ection 4.02.03(E) ~~shall~~ apply. Eaves may encroach up to twelve (12) inches into the side or rear yard setback.
I. A detached accessory building must not exceed twenty-five (25) feet in height. ~~or exceed a maximum building footprint of 625ft^2.~~ Building height must be measured from the average natural grade to the

highest point on the structure~~,~~. Properties located within a flood hazard area must measure building height to the highest point on the structure from:

a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.
b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

J. A detached accessory building must not exceed a building area of 625 square feet.
K. Connection of an accessory structure to a principal structure may be permissible if the connection is non-conditioned, unenclosed, and meets all principal structure setback requirements. A half wall, knee wall, or railings may be permitted as part of the connection.

CHANGES TO CHAPTER 5 (CONT.)

STAFF OVERVIEW:

- *Amending 5.01.04 (A)(2) by striking "total floor". Replacing "total floor" with "building area" to clarify calculation of maximum square footage and provide consistency with 5.01.03. Accessory dwelling units must not exceed a maximum building area of 625 square feet.*
- *Amending 5.01.04(3) to provide consistency for calculation of building height from average natural grade as provided within LDC section 4.02.03(C)(1)(a) and (b).*
- *Amending 5.01.04 (4) to direct accessory dwellings to be located behind the front façade of the principal structure.*

5.01.04 Accessory Dwellings Units (ADU)

A. Accessory dwelling units (ADU) ~~shall~~ do not count towards density. Long-term rental (31 days or more) is permissible when the property upon which the ADU is located receives a homestead exemption from the Nassau County, Florida Property Appraiser. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units ~~shall be~~ are permissible in all residential areas in compliance with the following standards:

2. The ~~total floor~~ building area of the detached accessory dwelling unit ~~shall~~ must not exceed 625 square feet;
3. The maximum height for a detached accessory dwelling unit located as a freestanding building or an apartment over a detached garage shall not exceed twenty-five (25) feet, measured from the ~~approved finished grade~~ average natural grade to the highest point on the structure; Properties located within a flood hazard area must measure building height to the highest point on the structure from:

a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.
b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

4. A detached accessory dwelling unit ~~shall~~ must be located ~~only within a rear yard as established by Section 4.02.03~~ behind the front façade of the principal structure; and
5. An accessory dwelling unit ~~shall~~ must comply with all standards set forth in Section 5.01.03.

1. An accessory dwelling is permissible in the I-1 or I-A zoning districts within a building which has as its principal use industrial or commercial uses. The accessory dwelling shall comply with the following standards:

1. The total ~~floor~~ building area ~~shall~~ must not exceed 625 square feet, and only one accessory dwelling is permitted per lot of record or business, whichever is more restrictive;
2. The accessory dwelling ~~shall~~ must be provided solely for the occupancy by the owner, the manager, or an employee of the business which is the principal use;
3. The accessory dwelling ~~shall~~ must not have a separate water or electric meter from the business it serves;
4. Parking for the accessory dwelling may be shared with the business it serves;
5. The accessory dwelling ~~shall~~ must not have a separate exterior entrance from the business entrance.

B. An accessory dwelling is permissible in the OT-1 or OT-2 zoning districts subject to the standards in Section 8.01.01.02(C).

CHANGES TO CHAPTER 8

STAFF OVERVIEW:

- *Correcting building height measurement for accessory structures and accessory dwelling units to provide consistency with height calculation from average natural grade as provided within LDC section 4.02.03(C)(1)(a) and (b).*

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

H. 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 not~~ nor exceed 25 feet in height, measured from the average natural grade to the highest point on the structure, ~~shall~~ must not contain a kitchen, and ~~shall~~ must not be rented out. The area of all other outbuildings is limited to 350 square feet and ~~shall~~ must not exceed 16 feet in height, measured from the average natural grade to the highest point on the structure. Properties located within a flood hazard area must measure building height to the highest point on the structure from:

a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.

b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

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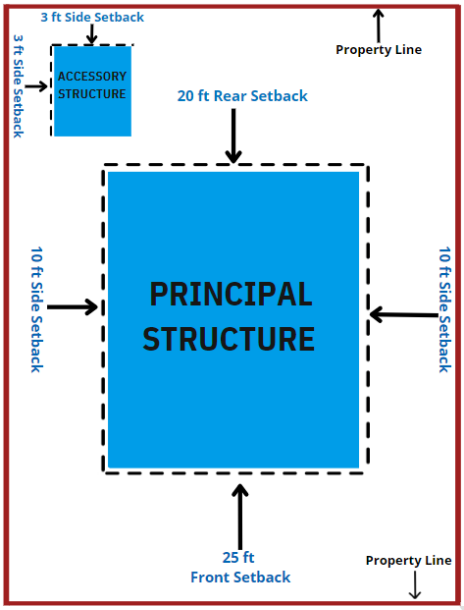
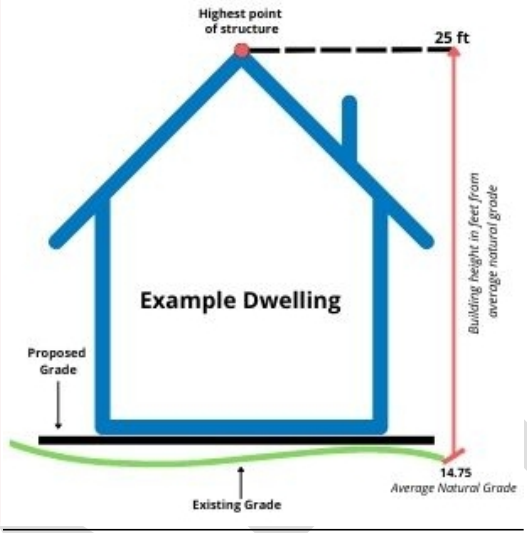
ILLUSTRATIONS





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