



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MAY 2, 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. PRESENTATION/PROCLAMATIONS

4.1 PRESENTATION - NASSAU HUMANE SOCIETY - *Nassau Humane Society Representatives will present the "City Commission Dog of the Month."*

4.2 PROCLAMATION - "AMERICAN LEGION AUXILARY POST 54 - 100TH ANNIVERSARY"
Recognizing the local American Legion Auxiliary Post 54 on reaching their 100th Anniversary serving in the City of Fernandina Beach. Members of the American Legion Auxiliary Post 54 will be in attendance to accept the Proclamation.

4.3 PROCLAMATION - "NATIONAL TRAVEL AND TOURISM WEEK" - *Proclaiming the week of May 7-13, 2023, "National Travel and Tourism Week." Amelia Island Tourist Development Council Board members will be in attendance to accept the Proclamation.*

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

6. DISCUSSION

6.1 BID PROTEST - REQUEST FOR PROPOSAL (RFP) 23-04 – PROPERTY AND CASUALTY INSURANCE BROKER SERVICES - *Synopsis: In accordance with Code of Ordinances Section 2-444(b), an aggrieved party, in connection with the solicitation or award of contract, may protest to the City Commission. Gallagher Risk Management, Inc., is protesting the intent to award RFP #23-04, Property and Casualty Insurance Broker Services, to Risk Management Inc (a wholly owned subsidiary of Brown & Brown Inc).*

7. RESOLUTIONS

7.1 2024 CITY GENERAL ELECTION QUALIFYING PERIOD - RESOLUTION 2023-67
APPROVING AND SETTING THE QUALIFYING PERIOD FOR THE 2024 CITY GENERAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Establishes the Qualifying Period for the City Commission candidates for the City General Election be May 13, 2024, through May 17, 2024.*

- 7.2 **FACILITIES USE AGREEMENTS - NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE** - RESOLUTION 2023-68 APPROVING FACILITIES USE AGREEMENTS WITH THE NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE FOR USE OF THE ATLANTIC AVENUE RECREATION CENTER AND THE DR. MARTIN LUTHER KING, JR. RECREATION CENTER TO CONDUCT 2024 PRIMARY ELECTION, GENERAL ELECTION AND RUNOFF ELECTION ACTIVITIES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves use of the Atlantic Avenue Recreation Center and the Dr. Martin Luther King, Jr. Recreation Center to conduct 2024 Primary Election, General Election, and Runoff Election activities.*
- 7.3 **PROPOSAL APPROVAL AND BUDGET TRANSFER - ENCO UTILITY SERVICES** - RESOLUTION 2023-69 APPROVING A PROPOSAL FROM ENCO UTILITY SERVICES FOR UTILITY BILL PRINTING, STUFFING, AND MAILING SERVICES BY WAY OF A PIGGYBACK TO THE FLORIDA MUNICIPAL POWER AGENCY CONTRACT; AUTHORIZING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the proposal from Enco Utility Services for printing, stuffing, and mailing of the City's utility bills.*
- 7.4 **BUDGET AMENDMENT - REALLOCATION OF FUNDS IN THE WATER IMPROVEMENTS ACCOUNT** - RESOLUTION 2023-70 AUTHORIZING THE REALLOCATION OF FUNDS BUDGETED IN THE WATER IMPROVEMENTS ACCOUNT TO PROJECT (#23020) WATER METER REPLACEMENTS; AUTHORIZING EXECUTION AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Reallocate funds and provides for a transfer in the Water Improvements account to the Water Improvements account Project (#23020) for \$37,700.*
- 7.5 **CITY SEAL USE APPROVAL – WILD AMELIA** – RESOLUTION 2023-71 APPROVING USE OF THE CITY SEAL FOR WILD AMELIA EDUCATIONAL EVENTS THAT FULFILL CITY GRANT REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves use of the City seal for the "Wild Amelia Festival" and "Wild Nites" educational lectures that feature the Ron Sapp Egans Creek Greenway and help the City fulfill the educational components for certain grant obligations.*

8. ORDINANCE - FIRST READING

- 8.1 **CODE AMENDMENT - BEACH RANGERS** - ORDINANCE 2023-22 AMENDING CHAPTER 90, WATERWAYS, OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH BY AMENDING ARTICLE I, IN GENERAL, SECTION 90-32, BEACH RANGERS, TO ALLOW FOR THE BEACH RANGERS TO REPORT TO THE FIRE CHIEF OR POLICE CHIEF; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Changes 90-32 to allow for the Beach Ranger program to be housed under either the Fire or Police Departments.*

9. CITY MANAGER REPORTS

10. CITY ATTORNEY REPORTS

11. CITY CLERK REPORTS

12. MAYOR/COMMISSIONER COMMENTS

13. 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: "City Commission Dog of the Month"

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Nassau Humane Society Representatives will present the "City Commission Dog of the Month."

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Charles George, Interim City Manager 4/19/2023

A handwritten signature in blue ink that reads "Agnes J. White".

Date: January 04, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
American Legion Auxiliary Post 54 - 100th Anniversary

ITEM TYPE: Proclamations

REQUESTED ACTION: N/A

SYNOPSIS: The attached Proclamation recognizes the local American Legion Auxiliary Post 54 on reaching their 100th Anniversary serving in the City of Fernandina Beach. Members of the American Legion Auxiliary Post 54 will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Charles George, Interim City Manager 4/25/2023

Caroline Best

Date: April 06, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Theodore H. Hernandez American Legion Auxiliary Unit 54, founded on May 29, 1919, in Fernandina Beach, will celebrate its 100th Anniversary on May 13, 2023; and

WHEREAS, from humble beginnings in a small log cabin, constructed by the paper mill now known today as Rayonier Advanced Materials, Unit 54 rapidly grew its membership. As the years progressed, the condition of the log cabin deteriorated. This led to the construction of the new Unit 54 home in 2009 which utilized logs from the original cabin to pay homage to their modest beginnings; and

WHEREAS, over the past 100 years, the American Legion Auxiliary has worked tirelessly with area businesses and community leaders to ensure that Veteran, children and youth issues and concerns are supported with compassion and results are achieved in a manner that best meets individual needs; and

WHEREAS, Unit 54 supports numerous local agencies, including Nassau County Council on Aging, Nassau County Schools – Families in Transition, First Readers of Nassau County, Salvation Army Hope House, Coalition for the Homeless, Barnabas Center, Wounded Warrior Project, K9s For Warriors, West Nassau JROTC, Fear From Home, Cats Angels, Nassau Humane Society, and many more; and

WHEREAS, former Unit 54 members mentored the current members who are, and will, mentor future members to ensure that the Theodore H. Hernandez American Legion Auxiliary Unit 54 continues for another 100 years.

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

“AMERICAN LEGION AUXILIARY UNIT 54 100TH ANNIVERSARY”

and further extend appreciation for their work to ensure American Veterans receive the services they need to lead healthy and productive lives.

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 2nd day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Proclamation
National Travel and Tourism Week

ITEM TYPE: Proclamations

REQUESTED ACTION: N/A

SYNOPSIS: The attached Proclamation proclaims the week of May 7 -13, 2023, "National Travel and Tourism Week." Amelia Island Tourist Development Council Board members will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Charles George, Interim City Manager 4/19/2023

Date: April 12, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, tourism is Nassau County, Florida's leading economic engine. The hospitality industry supports over 26% of jobs, generates 30% of sales taxes revenue, and more than \$47 million in net economic benefits; and

WHEREAS, the Nassau County Board of County Commissioners created the Amelia Island Tourist Development Council (AITDC) in 1988 which manages the development and marketing of Amelia Island as a world-class tourism destination. The AITDC is responsible for the expenditure of revenue received from the Tourism Development Tax (TDT); and

WHEREAS, maintaining a sustainable tourism program is an essential part of ensuring an economically robust Nassau County; and

WHEREAS, Nassau County's economic health would diminish by more than one-third without visitors. By implementing an effective destination marketing program, the AITDC increased the positive economic impact to Nassau County by 154% over the last twenty years; and

WHEREAS, AITDC's programs are funded by a 5% tourist tax on short-term accommodations, 65% of which is dedicated to advertise and promote Amelia Island using a variety of channels; 15% on administration; 10% on travel trade, and 10% on beach improvements; and

WHEREAS, the Tourism Development Tax funds 100% of beach cleaning and renourishment efforts and helps fund local events such as Dickens on Centre, The Amelia, Restaurant Week, and sponsors many more; and

WHEREAS, notable statistics on Nassau County Tourism Impact on Taxes - beyond the bed tax – include the following: \$907 million in total economic impact; overnight guests spent \$690 million in direct expenditures; and for every dollar spent on marketing \$262 is generated in economic return; tourism related businesses accounted for \$618 million (45%) of total taxable sales in Nassau County; and

WHEREAS, notable statistics on visitor spending in comparison to resident spending include the following: Amelia Island residents 42.5%; Nassau County residents 28.6%; Amelia Island Visitors 28.9%. Visitors to Amelia Island save each Nassau County household approximately \$3,707 in local and state taxes (not just taxes paid to Nassau County government).

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 the week of May 7 – 13, 2023 as

“NATIONAL TRAVEL AND TOURISM WEEK”

IN WITNESS WHEREOF, I hereunto set my hand and caused the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 2nd day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Bid Protest
Request for Proposal 23-04

ITEM TYPE: Discussion

REQUESTED ACTION: At the pleasure of the City Commission.

SYNOPSIS: In accordance with Code of Ordinances Section 2-444(b), an aggrieved party, in connection with the solicitation or award of contract, may protest to the City Commission.

Arthur J. Gallagher Risk Management Services, LLC is protesting Request for Proposal (RFP) 23-04 - Property and Casualty Insurance Brokerage Services for reasons identified in their April 5, 2023, email correspondence attached hereto as "Protest Notification".

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No additional comments.

Caroline Best, City Clerk	4/25/2023
Pauline Testagrose, Comptroller	4/25/2023
Charles George, Interim City Manager	4/25/2023
Tammi E. Bach, City Attorney	4/25/2023

Date: April 05, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES**

INTRODUCTION

The City of Fernandina Beach Finance Department is accepting competitive sealed proposals for a qualified Property and Casualty Insurance Broker to assist the Finance Department and represent the City in the marketing of property and casualty insurance and to provide risk management services in selected areas at the direction of the City Comptroller.

The City will receive sealed proposals at the location stated below not later than **2:15pm, March 21, 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.

This invitation to submit qualifications is not an authorization to approach the insurance marketplace on behalf of the City of Fernandina Beach. Prospective consultants failing to comply with this condition will be subject to disqualification.

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 23-04** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #23-04**
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.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES

GENERAL INFORMATION

The following coverages are desired in structuring the City's overall insurance program. In some instances, all items may not be available or may require modification. The City of Fernandina Beach will consider modified coverages to the extent that they provide adequate coverage in view of the overall program objectives. Creative alternatives to the below structure will be considered if they meet the overall objectives of the City of Fernandina Beach.

- All Risk Real and Personal Property (including flood, wind, hail)
- Premises and Operations (Comprehensive General Liability)
- Public Officials Errors and Omissions
- Employment Practices Liability
- Law Enforcement Liability (including Deadly Weapon Protection)
- Crime to include Blanket Dishonesty and Faithful Performance
- Automobile Liability and Physical Damage (including Hired and Non-Owned Liability)
- Workers' Compensation/Employers' Liability
- Airport Owners & Operators Liability
- Unmanned Aircraft Liability
- Mariana General Liability/Operators Liability
- Accidental Death and Dismemberment (Statutory coverage for police officers and fire fighters)
- Firefighter Cancer
- Environmental Legal Liability
- Flood Insurance through NFIP
- Cyber Liability

The annual anniversary date of the City's insurance program is October 1.

BACKGROUND INFORMATION

The City of Fernandina Beach, a municipality in Nassau County, Northeast Florida, has a staff of 230 full-time equivalent employees, with a projected population for 2023 of 14,500 permanent residents. The City encompasses approximately 15 square miles. The City functions as a Commission/Manager form of government.

The City provides a full range of services for both residents and seasonal visitors. Services include police and fire protection, construction and maintenance of roads and infrastructure, recreational facilities and activities, including a golf course; planning, building and code enforcement. In addition, the City provides water, wastewater, garbage, airport and marina services.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES

Scope of Services

Property and Casualty Insurance Brokerage Services

Services in advising and coordinating with the City's Comptroller include, but are not limited to the following:

- Prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy for the City's major loss exposure areas prior to policy renewal.
- Assist in developing underwriting data and specifications for renewal negotiations.
- Provide trended values for property insurance policies.
- Obtain bids from the insurance industry and negotiate the best terms and coverage for the various exposure areas.
- Evaluate the commitment and financial stability of the underwriters.
- Service existing insurance policies by reviewing coverage issues, issuing binders and Certificates of Insurance, and request endorsements from carriers in a timely manner.
- Schedule quarterly meetings with the City's risk management team to discuss loss control issues, exposure changes, and general administrative matters pertaining to the City's insurance program.
- Analyze the City's exposure to loss, adequacy of coverage, and develop options on coverage not presently purchased by the City.
- Provide service for day-to-day contact on insurance matters.
- Assists the City in developing insurance requirements for the various contracts (design, construction, and service) and in reviewing insurance policies, contracts, leases and bonds as requested by the City.
- Prepare an annual report including a schedule of policies in force, coverage provisions, premiums, insurance claims experience for the prior policy year and recommendations for possible adjustments to insurance coverage for the next policy year. The report should provide a summary of broker support services rendered during the prior year, with recommendations for broker services recommended for the subsequent year.
- Work with the City's Comptroller to establish a viable and cost-effective self-insurance program.
- Provide other services that are normally and customarily required of a municipal insurance broker.
- Analyze insurance market trends and report in advance on the affect that trends will have on pricing and coverage availability.
- Assist in the audit of Workers' Compensation classification coding.
- Provide routine verbal consulting advise on safety and loss control matters as they relate to the City's risk management program.
- Onsite inspections, written programs and training programs maybe negotiated for an additional fee.
- Provide access to and consulting advice regarding the potential for utilizing new and emerging risk financing programs.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES

MINIMUM QUALIFICATIONS

The City encourages proposals from all insurance brokers meeting the following minimum qualifications:

- Licensed and in good standing with the State of Florida Department of Insurance.
- Firm shall have been in business in the State of Florida for a minimum of ten years.
- Minimum of ten years' experience in providing broker of record services for government entities within the State of Florida.
- Evidence of insurance agents' and brokers' errors and omissions insurance with a minimum limit as outlined in the General Terms and Conditions item #13.

The City seeks to enter into a contract that will commence no earlier than October 1, 2023, and will be in-place for a three-year term with an optional two one-year renewals, if mutually agreed upon by the CITY and the successful Respondent.

LICENSES

At a minimum, vendors must submit the following:

1. An active certified Florida Department of Financial Services Agency license; and be certified and or qualified to complete the project per project specifications.
2. Respondent, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their submittal. Such evidence must be in the form of copies of their Florida license which authorizes Respondent to perform the work.
3. Respondent must hold the required license for the type of work to be performed at the time of their submittal and for the duration of the contract.

SUBMITTAL REQUIREMENTS

Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each submittal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined in this Request for Proposal. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Submittal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.

PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Respondent is found to be substantially unreliable, in the sole opinion of the Evaluation Committee their proposal may be rejected.

COVER LETTER AND FORMS – TAB 1

1. Maximum two pages outlining why the City should select your firm/team. Identify who will be the point of contact including their email address. Identify who will be the point of contact including their email address. Identify the Project Manager and in which office they are located.
2. City Exhibits A-I. Include any applicable licenses/certifications.

FIRM QUALIFICATIONS – TAB 2

1. Provide a brief history and description of your firm. Include a description of resources or services that may be utilized that are not housed in your local office. Separately, provide a description of services and resources that may be introduced to the City of Fernandina Beach over time that may add value to its employee benefits program or other business objectives.

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES**

QUALIFICATIONS AND EXPERIENCE OF PERSON(S) ASSIGNED – TAB 3

1. Provide a resume for each individual that will be assigned to work on the City of Fernandina Beach account. Include account executives, account managers, marketing personnel, and other specialists that would actively work with the City of Fernandina Beach. Include an estimate of each key person's allocated time to the City of Fernandina Beach account. Include an organizational chart identifying the team and reporting structures.
2. Provide a profile of the proposed account executive's current client assignments. Your submittal should include the number of accounts, their complexity, and some reference to time allotments for each.

REFERENCES PROVIDED BY OTHER CLIENTS WITH COMPARABLE SERVICES – TAB 4

1. Provide five current client references of similar size, complexity, or with similar needs. Limit your response to those clients that are principally serviced from your local office.

ABILITY TO FURNISH REQUIRED SERVICES TO BEST SERVICE THE CITY – TAB 5

1. Describe any special expertise your firm has in providing property and casualty insurance services to clients with similar or related business activities, specifically include experience with plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.
2. Describe your firm's efforts to remain current on property and casualty insurance issues relating to the City of Fernandina Beach business profile, including industry or association memberships, if applicable.

LOCATION IN PROXIMITY TO FERNANDINA BEACH – TAB 6

Include information on staff availability, office locations and issues of accessibility.

COMPENSATION / COST OF SERVICE – TAB 7

The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter with the first installment due October 31, 2023. All program premiums and charges are to be written net of commission and the acceptance of a commission shall be grounds for immediate termination of the contract. If a carrier does not or cannot work on a net of commission arrangement, the firm shall disclose this fact and the commission shall be deducted from the annual fee. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions. Full disclosure of all compensation earned, either directly or indirectly, is required. Use of intermediaries, wholesalers, subsidiary companies, etc. is expected and encouraged if advantageous to the City of Fernandina Beach. However, all fees and or commissions earned as a result of their use, must be disclosed and will be deducted from the annual fee. Additionally, the City reserves the right to seek additional relevant records as a means of enforcing this provision.

SOLICITATION SCHEDULE

Listed below are the important dates and times related to this solicitation. The Procurement Division may find it necessary to change any of these dates or times. All dates are subject to change.

Request For Proposal	Date/Time
RFP Publication	February 17, 2023
RFP Submittal Due Date	March 21, 2023
Evaluation Committee Meeting	March 30, 2023

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES**

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 CRITERIA

Any proposal that does not meet the minimum qualifications as stated will be rejected. The criteria below are not necessarily listed in order of importance. Submittals will be evaluated on the following criteria:

CRITERIA	MAXIMUM POINTS
Scope and quality of services proposed and demonstrated ability of firm to provide all services identified in this RFP	15
Qualifications and experience of the person(s) assigned to perform services to the City	15
References provided by other clients with comparable services	5
Ability to furnish required service to best service the needs of the City of Fernandina Beach	20
Location in proximity to Fernandina Beach	10
Cost of Services	35
MAXIMUM TOTAL	100

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

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES**

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 governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities.

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 Weeks, Purchasing Agent, at wweeks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weeks, Purchasing Agent, at wweeks@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 OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE
SERVICES**

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.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

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.
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.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

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.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

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 BROKER/CONSULTANT is an independent Contractor. BROKER/CONSULTANT 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 BROKER/CONSULTANT, its officers, employees, agents, and representatives. BROKER/CONSULTANT'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

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

the employees of BROKER/CONSULTANT against the CITY and BROKER/CONSULTANT 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 BROKER/CONSULTANT 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 "BROKER/CONSULTANT" 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 BROKER/CONSULTANT will carry Professional

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

- 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 BROKER/CONSULTANT. 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 BROKER/CONSULTANT contains deductible(s), penalty(s) or self-insured retention(s), the BROKER/CONSULTANT
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 BROKER/CONSULTANT in accordance with the Florida Prompt Payment Act.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

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, BROKER/CONSULTANT may not participate in the proposal if BROKER/CONSULTANT 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/>. BROKER/CONSULTANT 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.

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

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

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

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

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

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)

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

- _____ 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

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

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

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

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

**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

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

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

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

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

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

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 _____

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**CITY OF FERNANDINA BEACH FLORIDA
RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES**

EXHIBIT “H”
DISPUTES DISCLOSURE FORM

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

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

YES___ NO___

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

YES___ NO___

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

YES___ NO___

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

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

Firm

Date

Authorized Signature

Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH RFP OPENING TALLY

RFP 23-04

RFP Name: PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

Attended by: Denise Matson, Wanda Weak

DATE/TIME REC'D	COMPANY NAME/LOCATION	RFP SUBMITTAL AMOUNT	EXHIBITS A-H	BOND
3/15/2023 11:19AM	HUB Public Risk Inc, Tallahassee, FL	\$ 50,000.00	√	
3/12/2023 9:35AM	Brown & Brown Public Sector Risk Mgmt, Dayton Beach, FL	\$ 65,000.00	√	
3/21/2023 11:19AM	Gallagher Risk Management, Yulee, FL (with consideration for an annual inflation % that is typically 3%)	\$ 75,000.00	√	
3/21/2023 10:24AM	Cecil W. Powell & Company, Jacksonville, FL	\$ 75,000.00	√	

This is a preliminary summary of the submittals as they were opened and announced at the opening. Contractor/Vendor should not assume award until after final/review/recommendation for award

From: Shaun Woleshin <Shaun_Woleshin@ajg.com>
Sent: Wednesday, April 5, 2023 11:13 AM
To: Mark Foxworth <mfoxworth@fbfl.org>
Subject: RFP (23-04) Property and Casualty Insurance Broker Services - Bid Protest

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We appreciate your consideration on this matter and will await your guidance on next steps.

Best regards,

Shaun Woleshin, ARM-P, AAI-M, CRIS
Area Senior Vice President



Insurance | Risk Management | Consulting

D 904.548.2302
M 904.753.2548
Shaun_Woleshin@ajg.com

Gallagher
463820 SR 200 #101, Yulee FL 32097
www.ajg.com

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From: [Wanda Weeks](#)
To: [Agnes White](#)
Subject: FW: RFP (23-04) Property and Casualty Insurance Broker Services - Bid Protest
Date: Monday, April 24, 2023 10:15:04 AM
Attachments: [image001.png](#)
[image403996.png](#)
[image701319.png](#)
[image465541.png](#)
[image208216.png](#)
[image492928.png](#)
[image625503.png](#)

FYI -

Wanda Weeks
Purchasing Agent
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3331 | wweeks@fbfl.org
www.fbfl.us



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From: Mark Foxworth <mfoxworth@fbfl.org>
Sent: Monday, April 10, 2023 9:06 AM
To: Shaun Woleshin <Shaun_Woleshin@ajg.com>
Cc: Tammi Bach <tbach@fbfl.org>
Subject: RE: RFP (23-04) Property and Casualty Insurance Broker Services - Bid Protest

[EXTERNAL]

Shaun,

Apologies for the delayed response. This was an issue of discussion Thursday, and our offices were closed Friday. Due to the amount of the bid, I am not able to decide the merits of the protest, it must be heard by the City Commission. Our City Attorney, Tammi Bach is forwarding to the Commission for their review.

Mark Foxworth
Interim City Manager
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We appreciate your consideration on this matter and will await your guidance on next steps.

Best regards,

Shaun Woleshin, ARM-P, AAI-M, CRIS

Area Senior Vice President



Insurance | Risk Management | Consulting

D 904.548.2302

M 904.753.2548

Shaun_Woleshin@ajg.com

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From: [Shaun Woleshin](#)
To: [Mark Foxworth](#)
Cc: [Tammi Bach](#)
Subject: RE: RFP (23-04) Property and Casualty Insurance Broker Services - Bid Protest
Date: Monday, April 10, 2023 1:37:27 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

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Hello Mark,

Thank you for the update. Please let me know if there is anything else you need from us as relates the City Commission review. Also, a few updates as follows:

- Wanda Weaks did forward the evaluation matrix scores from the committee on Thursday. The results would validate what we outlined below as relates main reason for recommendation of Brown & Brown was solely the cost of service differential. Gallagher outscored Brown & Brown for the categories not related to cost 273 to 269. The cost variance was \$10,000 and the differential in points for that category was 147 (Brown & Brown) to 112(Gallagher). Again, we contend the major limitation outlined below with Brown & Brown far outweighs the cost of services variance of \$10,000
- Tom Conley (Account Executive) from the Florida Municipal Insurance Trust (FMIT) confirmed to us he is available to speak with the City on this issue. He advised they have not heard from anyone as of this morning. Tom's # is 850.251.8722

Again, thank you for the thorough review and consideration of our protest and we will await guidance on next steps regarding the City Commission review.

Best regards,

Shaun Woleshin, ARM-P, AAI-M, CRIS
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RFP 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

Criteria	Total Weight
¹ Scope and Quality of Services proposed and demonstrated ability of firm to provide all services identified in the RFP	15
² Qualifications and experience of the staff assigned to the City to perform services	15
³ References provided by other clients with comparable services	5
⁴ Ability to furnish required service to best service the needs of the City of Fernandina Beach	20
⁵ Location in proximity to Fernandina Beach	10
⁶ Cost of Services	35
	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

	Brown & Brown Public Sector		Cecil Powell & Company		Gallagher Risk Mgmt		HUB Public Risk Inc	
		Total		Total		Total		Total
Scope and Quality of Services proposed and demonstrated ability of firm to provide all services identified in the RFP	20	60.00	19	57.00	19	57.00	19	57.00
Qualifications and experience of the staff assigned to the City to perform services	19	57.00	16	48.00	23	69.00	17	51.00
References provided by other clients with comparable services	20	20.00	16	16.00	17	17.00	16	16.00
Ability to furnish required service to best service the needs of the City of Fernandina Beach	23	92.00	18	72.00	21	84.00	20	80.00
Location in proximity to Fernandina Beach	20	40.00	21	42.00	23	46.00	15	30.00
Cost of Services	21	147.00	16	112.00	16	112.00	24	168.00
Total		416.00		347.00		385.00		402.00

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2023-67
Approving the Qualifying Period for the 2024 City General Election

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-67

SYNOPSIS: The City Commission, at their March 21, 2023, Regular Meeting, approved Ordinance 2023-05 changing the City General Election date from November to August to coincide with the state primary election date, if and when more than two qualified candidates run for the same City Commission seat, and the Runoff election date is changing from December to November, if a runoff is necessary. For the purpose of programming, the ballot for the City General Election on August 20, 2024, in case there are more than 2 qualified candidates for a City Commission seat, and in order to have time for mailing ballots to overseas and military voters, the Nassau County Supervisor of Elections Office advised that names of qualified City Commission candidates and ballot language need to be received by the City Clerk no later than May 17, 2024.

Based upon the deadline for ballot language, the City Clerk recommends the Qualifying Period for City Commission candidates for the City General Election be May 13, 2024, through May 17, 2024.

FISCAL IMPACT: In accordance with City Code Section 34-1(c), the expense of holding the City General Election and the Runoff Election, if necessary, shall be paid for by the City. Funding will be allocated in the Fiscal Year 2023/2024 budget in the City Clerk Elections account, 0011200 54912.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-67.

Katie Newton, Legal Assistant	4/21/2023
Agnes White, Administrative Services Manager	4/21/2023
Pauline Testagrose, Comptroller	4/25/2023
Charles George, Interim City Manager	4/25/2023
Tammi E. Bach, City Attorney	4/25/2023

Caroline Best

Date: April 11, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2023-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FERNANDINA BEACH, FLORIDA, APPROVING AND SETTING
THE QUALIFYING PERIOD FOR THE 2024 CITY GENERAL
ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission, at their March 21, 2023, Regular Meeting, approved Ordinance 2023-05, changing the City General Election date from November to August to coincide with the state primary election date, if and when more than two qualified candidates run for the same City Commission seat, and the Runoff election date is changing from December to November, if a runoff is necessary; and

WHEREAS, each candidate for election as a member of the City Commission shall file a Notice of Candidacy and other required documents with the City Clerk during the Qualifying Period as set by Resolution each year by the City Commission; and

WHEREAS, for the purpose of programming, the ballot for the City General Election on August 20, 2024, in case there are more than 2 qualified candidates for a City Commission seat, and in order to have time for mailing ballots to overseas and military voters, the Nassau County Supervisor of Elections Office advised that names of qualified City Commission candidates and ballot language need to be received by the City Clerk no later than May 17, 2024; and

WHEREAS, based upon the deadline for ballot language, the City Clerk recommends the Qualifying Period for City Commission candidates for the City General Election be May 13, 2024, through May 17, 2024.

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

SECTION 1. The City Commission hereby sets the Qualifying Period for the City General Election to begin May 13, 2024, and conclude May 17, 2024.

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

ADOPTED this 2nd day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above a horizontal line.

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2023-05

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.

WHEREAS, the City Commission believes it is in the best interest of the citizens to amend the City Code of Ordinances, specifically, Chapter 34, Elections, Section 34-1 to change the City general election date to August to coincide with the state primary election date when there are more than two candidates seeking one Commission seat, which is 11 weeks prior to the general election date held on the first Tuesday after the first Monday in November of every even-numbered year; and

WHEREAS, Section 101.75, Florida Statutes, requires that any ordinance changing the dates of the municipal election date to include the qualifying dates in such ordinance; and

WHEREAS, Section 34-9 of the City Code is obsolete and should be repealed because the City Charter, Section 16 preempts the City Code and was amended by City voters in April 2021; and

WHEREAS, Section 34-10 should be amended to provide for the annual organizational meeting date to coincide the with new City general election date in August.

NOW, THEREFORE, THE CITY OF FERNANDINA BEACH, FLORIDA, HEREBY ENACTS:

SECTION 1. It is proposed that Chapter 34, Section 34-1, of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 34-1. - Municipal elections.

(a) All City elections ~~shall will be non-partisan election.~~ If there are no more than two qualified candidates seeking election for the same City Commission seat, then the general election for that seat and for Mayor will be held on the first Tuesday after the first Monday in November of each year every even-numbered year on the same date as the general election for

Ordinance 2023-05

county, state and federal offices for the election of members of the City commission. Such elections shall be non-partisan elections. In the event If more than two qualified candidates are seeking election for the same City Commission seat, then the general election for that seat will be held on the date of the state primary election held prior to the state general election date in November. In the event a runoff or second election shall becomes necessary, as set forth in the Charter § 9(c), then and in that event all runoff or second elections shall will be held on the second Tuesday in December of each year. first Tuesday after the first Monday in November of every even-numbered year on the same date as the general election for county, state and federal offices.

(b) Notice of the date of the election must shall comply with state election laws. be given. Such notice shall include a sample ballot. ~~The notice shall be published at least one time in a newspaper of general circulation in the week prior to the date of the election, and again in the week prior to the run-off election.~~

(c) The expense of holding any election provided for in this section, including but not limited to the expense of preparing the ballots, blanks and other supplies to be used in any election in this City and all expenses necessarily incurred in the preparation for and in the conduct of such election, shall will be paid out of the City budget. treasury.

(d) Any qualified elector, as defined by state law, shall will be entitled to vote at the election ~~and shall receive the official ballot for the election.~~

(e) ~~The polls shall open and close at the same hour or time required under general law for the opening and closing of polls for state elections.~~ The requirements for holding elections as set forth in the state election laws shall govern the conduct of the election.

SECTION 2. It is proposed that Chapter 34, Section 34-2, of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 34-2. Notice of candidacy.

- (a) One week prior to the opening of the qualifying period, a notice ~~shall~~ must be placed in a newspaper of general circulation advising the members of the public of the City Commission seats which will be up for election. The notice ~~shall~~ will include the dates of qualifying. The City Commission ~~shall~~ must set qualifying dates each year by resolution by ~~June 1st~~ February 1 preceding the ~~November~~ City General Election. Every candidate for election as a member of the City Commission ~~shall~~ must file a notice of candidacy with the City Clerk during the qualifying period as set by resolution each year by the City Commission. Upon filing of the notice, all documents required by this Code, the Charter of the City, ~~and~~ or the state elections code ~~shall~~ will be given to the City Clerk, and all required fees ~~shall~~ must be paid.
- (b) All candidates ~~shall be~~ are required to sign and subscribe to an oath in writing in substantially the following form:

Ordinance 2023-05

STATE OF FLORIDA
COUNTY OF NASSAU,

Before the undersigned authority, personally appeared _____ / _____ / _____ to me well known, who being by me first duly sworn states as follows:

1. That he or she is a candidate in group _____ / _____ / _____ for election for the office of member of the City Commission of the City of Fernandina Beach, Florida, in the city general election to be held in said city on the ____ day of _____, ____;
2. That he or she is a qualified elector of the City of Fernandina Beach;
3. That he or she is qualified under the constitution and the laws of Florida to hold the office to which he or she desires to be elected;
4. That he or she has taken the oath required by Florida Statutes §§ 876.05—876.10;
5. That he or she has qualified for no other public office in the state, the term of which office or any part thereof runs concurrent with that of the office he or she seeks;
6. That he or she has resigned from any office from which he or she is required to resign pursuant to F.S. § 99.012.
7. That he or she has paid the filing fee required by the state law and ordinance of this city to be paid upon filing his notice of such candidacy or qualified by the alternative method of qualifying; and
8. That he or she has not violated any of the ordinances of this city or the laws of the state relating to election or the registration of electors.

Signature of Candidate

Sworn to and subscribed before me this ____ day of _____, ____.

Signature of officer
administering oath

Title of officer
administering oath

SECTION 3. It is proposed that Chapter 34, Section 34-9, of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby repealed as follows:

~~Sec. 34-9. — Election of mayor by straw ballot.~~

~~(a) — The mayor of the city shall be selected by virtue of a straw ballot election to be held in conjunction with the regular election held for the purpose of electing city commissioners. The results of the straw ballot shall be taken under advisement by the city commission for the appointment of the mayor at the organizational meeting to be held in accordance with section 34-10.~~

~~(b) — The straw ballot election shall be held in accordance with the requirements of section 123A of the Charter of the city and of this chapter, as they may be amended.~~

~~Ordinance 2023-05~~

~~(c) — Candidates for the straw ballot election shall consist of incumbent commissioners who are not subject to reelection to the city commission. Any eligible candidate not wishing to be considered for the position of mayor shall request in writing, no later than 30 days before the general election, that his name be deleted from the straw ballot.~~

~~(d) — The candidate receiving the highest number of votes in the straw ballot shall be given primary consideration for the appointment as mayor at the organizational meeting. In the event that there should be a tie vote among the top eligible candidates, the tie shall be broken by the flip of a coin, with the winner being given the primary consideration and the loser being considered for the vice mayor position.~~

~~(e) — On the occasion that all eligible candidates should request that their names not be placed on the straw ballot, then no straw ballot election shall be held and the city commission shall appoint a mayor and vice mayor from its membership at the organizational meeting.~~

~~(f) — On the occasion that all eligible candidates but one should withdraw from the straw ballot election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of mayor at the organizational meeting.~~

~~(g) — The appointee shall serve as mayor until the organizational meeting following the next regular general election held by the city.~~

SECTION 4. It is proposed that Chapter 34, Section 34-10, of the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended to read as follows:

Sec. 34-10. - Annual organizational meeting.

At 5:00 p.m. on the ~~third Tuesday in December~~ the third Tuesday of November of each year, or at such other reasonable time or date that the City commission may designate, the City commission shall meet at the usual place for holding its meetings, at which time the newly elected commissioner or commissioners shall assume the duties of office as contemplated by the Charter of the City.

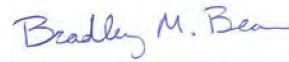
SECTION 5. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

SECTION 6. The provisions of this Ordinance will take effect immediately upon its passage and enactment.

ENACTED this 21st day of March, 2023.

Ordinance 2023-05

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: January 17, 2023
Date of Second Reading: February 21, 2023
Date of Third Reading: March 21, 2023
Dates of Publication: February 1, 2023 & March 08, 2023

2022 RUNOFF ELECTION EXPENSES

Ballot on Demand & EpressVote	\$ 706.76
Certified Mailings	\$15.64
Election Workers	\$9,428.13
Food: Election Worker Training & Election Night	\$369.13
In-Office Printing & Office Supplies	\$1,494.16
Overtime & Temp Employees	\$3,517.80
Vendor Invoices	\$21,463.08
Misc Charges	\$294.21
 TOTAL	 \$37,288.91

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULED ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS

(CRA’S); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10B, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; SCHEDULING A REFERENDUM MAIL BALLOT ELECTION ON OR BEFORE JUNE 15, 2021; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. It is hereby proposed that the amendments to the charter of the City of Fernandina Beach be adopted.

SECTION 2. It is proposed that Section 1 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 1. Creation

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

SECTION 3. It is proposed that Section 6 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 6. Boundaries.

That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall exercise~~ its jurisdiction and powers in accordance with state law and City ordinances, to wit:

- (a) ***Original boundaries of the City.*** Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the

Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement

Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

- (b) Additions to City Boundaries. Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

SECTION 4. It is proposed that Section 7 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 7. Powers of City Generally

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
 - (6) Exercise all other powers of local self-government; and
- (b) The enumeration of particular powers by this Charter are not ~~shall not be held or deemed to exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~ are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

SECTION 5. It is proposed that Section 8 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 8. Commissioner manager plan (form) of government.

The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that~~ is known as the "Commission-Manager Plan," and the Commission ~~shall consists~~ of five (5) citizens, who ~~shall be~~ are elected at large in the manner hereinafter provided in this Charter. The Commission ~~shall constitutes~~ the governing body with powers as ~~hereinafter provided~~ to pass ordinances, adopt ~~regulations~~ resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter provided~~ in this Charter and under Florida law.

SECTION 6. It is proposed that Section 9 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 9. Created; election by ~~groups~~ seats, number; term.

The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be are non-partisan.

(a) ~~If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.~~

(a) There is hereby created a City Commission to consist of five (5) electors seats of the City of Fernandina Beach, and elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.

(b) ~~Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows: Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018.~~

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall be are elected every four (4) years for a term of four (4) years.

(c) If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be is elected for that seat, group. provided, however, that in the event the no candidate ~~shall not~~ receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest number of votes shall must have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected shall withdraws from the race, then and in that event no run off

or second election shall will be called, and the remaining candidate ~~shall be declared~~ is elected) in a run off or second election, ~~and In~~ said a runoff or second election, the candidate receiving the largest or highest number of votes ~~shall be held~~ is elected for that seat. group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. ~~Provided, however, that No group or groups of candidates shall can~~ qualify in for more than one (1) group seat in any general election or run off or second election in any one election year. ~~If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.~~

- (d) City elections ~~shall be~~ are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission ~~shall have~~ has the authority to call for special elections at any time ~~not on the same dates~~ other than as the City general elections. ~~for special elections, ballot questions and referenda.~~

SECTION 7. It is proposed that Section 10 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 10. Powers generally; dealing with administrative service through Charter Officers required; penalties for violations deemed misdemeanor, penalty

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of ~~his/her~~ said Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(e)-(b)~~ The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)-(c)~~ Any violation of the provisions of this section by any member of the City Commission ~~shall is~~, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second ~~or subsequent offense or violation~~ within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. ~~shall constitutes a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.~~

~~(e)~~-(d) Investigations or inquiries shall be are conducted pursuant to Section 136 of this Charter.

SECTION 5. — It is proposed that Section 10A of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 10A – Referendum required for sale of city-owned recreational facilities and no sale of conservation land.

~~(a) — A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.~~

~~(b) — For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.~~

~~(c) — "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.~~

~~(d) — "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.~~

~~(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City-owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~

~~(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be is updated from time to time.~~

~~(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City-owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super-majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.~~

~~(4) "Conservation Lands" as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City's Future Land Use Map series.~~

SECTION 8. It is proposed that Section 11 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 11. Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts, etc., prohibited; filling vacancies.

(a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission ~~shall~~ must be residents of the City and have the qualifications of electors, therein. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and ~~shall~~ must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested ~~shall~~ must be declared void by the City Commission. City Commissioners are “public officers” under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.

(b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner’s seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner’s seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City’s rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.

(c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election will be filled as required by state law.

SECTION 9. It is proposed that Section 12 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 12. Salary of members.

The Mayor and City Commissioners ~~shall~~ receive a salary ~~in the amount~~ as established by appropriate City ordinance.

SECTION 10. It is proposed that Section 13 of the City of Fernandina Beach’s Charter be hereby amended to read as follows:

Section 13. Limitation on successive terms in office.

The City Commissioners ~~shall be~~ are limited to two (2) successive terms in office. No person ~~shall be~~ is qualified for election or appointment to a vacancy upon the City Commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

SECTION 11. It is proposed that Section 14 of the City of Fernandina Beach’s Charter be hereby repealed as follows:

~~—————~~ **Sec. 14. – Judge of election and qualifications of members. Reserved.**

~~The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the Commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.~~

SECTION 12. It is proposed that Section 15 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 15. – Vacancies, how filled. Reserved.~~

~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law~~

SECTION 13. It is proposed that Section 16 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 16. – Mayor and Vice Mayor—When selected; procedure; term

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular general election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.

~~(b) (e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (e).~~

~~(e) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City.~~

SECTION 14. It is proposed that Section 17 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 17. - ~~Same~~—Functions and powers of the Mayor.

The powers and duties of the Mayor ~~shall be as are~~ set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

- (a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. ~~The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~
- (d) The Mayor ~~shall be recognized as is~~ the official head of the City ~~by the courts~~ for the purpose of serving civil processes and for all ceremonial purposes.

SECTION 15. It is proposed that Section 20 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 20. - Same—Vacating seat of member for unexcused absence of specified duration. Reserved.~~

~~Absence from four consecutive regular meetings of the Commission, shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

SECTION 16. It is proposed that Section 21 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 21. Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

- ~~(1)~~-(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.
- ~~(2)~~-(b) A majority of the members of the City Commission ~~shall~~ constitutes a quorum. Except as otherwise required by this Charter, an affirmative vote of at least three City Commissioners shall be is necessary to enact any ordinance or resolution. except that two-thirds A supermajority of the City Commission is required to enact an emergency ordinance. An affirmative vote of a majority of a quorum present is necessary to adopt any resolution. In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting shall must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission ~~shall~~ become effective ten (10) days after passage or as otherwise provided therein.
- ~~(3)~~-(c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk. ~~of the city commission~~

SECTION 17. It is proposed that Section 25 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 25. – City Manager appointment; tenure of office; qualifications; ~~manager pro tem.~~

The City Commission ~~shall~~ must appoint a City Manager who ~~shall be~~ is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall hold~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior management experience, managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~

SECTION 18. It is proposed that Section 29 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Section 29. Powers and duties enumerated.

The City Manager ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City, and to that end ~~his~~ has the following powers and duties are and they shall be:

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over ~~all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees; including public utilities owned by said city.~~
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any ~~public utility franchise contract~~ are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as ~~he may deem~~ are deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (h) ~~To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.~~
- (i) ~~(h) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also the conduct all~~

~~sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe. To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations ; and~~

~~(j) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.~~

SECTION 19. It is proposed that the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by creating a section formerly reserved as Section 30, which section reads as follows:

Section 30. Reserved. Salaries and compensation.

The City Manager fixes the number and compensation of all other officers and employees. The salaries or compensation must be uniform for like services in each grade of the City service, as the same will be graded or classified by the City Manager, and approved by the City Commission. All salaries and rates of pay, with dates of employment and discharge, must be immediately reported to the City Clerk. All fees and money received or collected by officers and employees must be immediately paid over to the City Comptroller on the date of their receipt.

SECTION 20. It is proposed that Section 31 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 31. City Attorney appointment and qualifications; tenure of office; powers and duties enumerated; attorney pro tem

~~a) Appointment; tenure of office; qualifications; and attorney pro tem.~~ The City Commission ~~shall~~ must appoint a City Attorney, who ~~shall~~ acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ serves under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Attorney ~~shall~~ must be chosen on the basis of legal and administrative qualifications. The City Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

~~(b) The City Commission shall~~ must establish an appropriate contract for the City Attorney, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall~~ must designate a properly qualified person to temporarily execute the functions of the office.

~~b) (c) Powers and duties enumerated.~~ The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall~~ endorses on each the City Attorney's approval;

2) ~~The City Attorney shall be~~ is authorized ~~To Take~~ such action required to avoid default judgment against the City in any litigation and ~~shall~~ must obtain authorization by resolution to prosecute and defend all causes of

action, lawsuits and claims in which the City is a party. The City Attorney ~~shall~~ must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;

3) ~~The City Attorney shall~~ Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and

4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

SECTION 21. It is proposed that Section 32 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 32. ~~Additional Duties.~~ Reserved.

~~In addition to the duties specifically imposed under the preceding section, he [the City attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the City Commission or as are prescribed for City attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the City Commission.~~

SECTION 22. It is proposed that Section 32 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 33. ~~Qualifications.~~ Reserved.

~~The City Attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.~~

SECTION 23. It is proposed that Section 41 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 41. ~~Police force~~ department—composition; authority of chief.

~~The police force~~ department of the City of Fernandina [Beach] ~~shall~~ consists of a chief of police and as many subordinate officers, ~~policemen/policewomen~~ and employees as the City Commission ~~shall by resolution~~ determines by ordinance. The chief of police ~~shall have~~ has exclusive control of the stationing and transfer of all ~~patrolmen and other~~ officers and employees constituting the police ~~force~~ department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

SECTION 24. It is proposed that Section 44 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 44. ~~Fire force~~ department; composition; authority of chief.

~~The fire force~~ department of the City ~~shall~~ consists of a chief, ~~who shall be fire warden~~, and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, ~~shall~~, by ordinance, determines. The fire chief ~~shall have~~ has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire force department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; ~~he shall have~~ the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs

of his the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

SECTION 25. It is proposed that Section 45 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 45. Public utilities. Reserved.

~~The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~

SECTION 26. It is proposed that Section 46 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 46. Appointment; tenure of office; qualifications; and clerk pro tem. Reserved.

~~The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

SECTION 27. It is proposed that Section 47 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 47. City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk shall be is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers ~~shall be~~ are the following:

a) 1. Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal ~~shall~~ must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal ~~shall~~ must be maintained of the proceedings of all boards and committees required by the City Commission;

b) ~~2. The City Clerk shall be~~ Is the custodian of the seal of the City;

~~e) 3. Conduct municipal elections exercising authority not reserved to county constitutional officers; however, all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;~~

d) 4. Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;

e) 5. Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. ~~and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;~~

f) 6. Authenticate all ordinances, resolutions and transcripts of legislative functions;

g) 7. Publish all public notices required by the City Commission or by law;

h) 8. Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;

i) 9. Notify the City Commission of all vacancies on boards or committees established by the City Commission;

j) 10. File all liens, satisfactions and releases as authorized by the Mayor or City Manager;

k) 11. Serve as notary public on behalf of the City and attest all City documents as required;

l) 12. The direct employees of the City Clerk in the office of the City Clerk ~~shall~~ report to the City Clerk. The City Clerk ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; ~~and~~

m) 13. ~~Any other duties as required by the City Commission.~~ Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and

~~(n)~~ 14. For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

SECTION 28. It is proposed that Section 58 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 58. Department of Finance established.

~~There shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller shall be~~ is the custodian of all ~~monies~~ funds of the City and ~~shall~~ keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

SECTION 29. It is proposed that Section 59 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 59. ~~Bond.~~ Liability insurance.

~~The City Comptroller shall give a bond in the amount established by ordinance of the city commission from time to time must have insurance for professional liability to protect the City.~~

SECTION 30. It is proposed that Section 60 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 60. Collection of interest on investments or deposits.

All moneys due as interest upon investments or deposits ~~shall be~~ is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

SECTION 31. It is proposed that Section 61 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 61. Collection of taxes, license fees and all moneys belonging to city. Reserved.

~~The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~

SECTION 32. It is proposed that Section 62 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 62. Payment of moneys; procedure.

The City Comptroller ~~shall~~ issues checks to be paid from City funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

SECTION 33. It is proposed that Section 64 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 64. Financial report; submission to Commission monthly.

At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

SECTION 34. It is proposed that Section 69 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 69. How constituted. Reserved.

~~The city commission may at any time appoint a fact finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.~~

SECTION 35. It is proposed that Section 71 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 71. Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

- (a) In accordance with Section 29(g), the City Manager shall sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must shall be submitted in compliance with the procedures set forth in the laws of Florida.
- (b) The estimates, and budget and 5-year capital improvement plan so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

SECTION 36. It is proposed that Section 72 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 72. ~~Annual budget and appropriation.~~ Reserved.

~~The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.~~

SECTION 37. It is proposed that Section 74 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 74. Transfer of funds.

Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager shall be is authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time; provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

SECTION 38. It is proposed that Section 75 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation shall reverts to the respective fund from which it was appropriated and shall be is subject to future appropriation. Any accruing revenue of the City; not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation shall have has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money shall may be drawn from the treasury of the City, nor shall any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

SECTION 39. It is proposed that Section 78 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 78. Ad-valorem taxes. Reserved.

~~(1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.~~

~~(2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.~~

~~(3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.~~

SECTION 40. It is proposed that Section 79 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 79. Regulatory Fees.

(a) Pursuant to the laws of the State of Florida, this municipality the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

(b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

SECTION 41. It is proposed that Section 81 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 81. Comptroller Certification of funds for contracts, obligations, etc.

~~No contract, agreement, or other obligation involving the expenditure of money shall may be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the City, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter will be considered appropriated until the City is discharged from the contract, agreement or obligation.~~

The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

SECTION 42. It is proposed that Section 107A of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 107A. Community redevelopment areas. Reserved.

The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

SECTION 43. It is proposed that Section 120 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 120. Salaries and compensation. Reserved.

~~The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager, and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.~~

SECTION 44. It is proposed that Section 121 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 121. Oath of office.

Every officer and employee of the City shall must, before entering upon the duties of his office- employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which oath must be in compliance with state law and at a minimum be in the following form:

"I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

SECTION 45. It is proposed that Section 122 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 122. Official bonds Reserved.

~~The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.~~

SECTION 46. It is proposed that Section 125 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Section 125. Election arrangements; declaration of election results; appointment of inspectors. Reserved.

~~The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.~~

SECTION 47. It is proposed that Section 136 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 136. Administrative investigations.

(a) The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, ~~shall~~ have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated, ~~and,~~ For such purpose each shall have ~~has~~ the power to compel the attendance of witnesses, and the production of books, papers, and other evidence; and ~~for that purpose~~ may issue subpoenas or attachments which ~~shall~~ must be signed by the Mayor or the City Manager and ~~shall~~ must be served by any officer authorized by law to serve such process.

(b) The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; ~~and shall also have.~~ The authority has the power to punish as for contempt any person refusing to testify to any fact within ~~his~~ their knowledge, or produce any book or papers under ~~his~~ their control relating to the matter under investigation.

(c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

SECTION 48. It is proposed that Section 141 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 141. General laws of state to apply. Initiatives.

~~All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be are applicable to this city; provided, however, that nothing contained in this Charter shall be is construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.~~

(a) Power to propose initiatives. The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of City officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.

(b) Commencement of proceedings. Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the

affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.

(c) Petitions.

(1) Number of signatures. Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.

(2) Form and content. All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation; the full text of the ordinance being proposed.

(3) Affidavit of circulator. When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

(d) Procedure after filing.

(1) Certificate of City Clerk; amendment. Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) Court review; new petition. A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

(e) Action on petitions.

(1) Action by Commission. When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.

(2) Submission to voters. The vote by the electorate of a proposed ordinance will be held at the next regular general City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.

(3) Withdrawal of petitions. An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) Results of election. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

SECTION 49. It is proposed that the City of Fernandina Beach Charter be amended by creating a section formerly reserved as Section 142 which section reads as follows:

Sec. 142. Reserved Charter amendment and review.

~~At least once every seven (7) years, the City Commission must appoint a Charter Review Committee, in an odd-numbered year, of not less than seven (7) members from the City electors to review the City Charter and propose any amendments or revisions, which may be advisable for placement on the election ballot.~~

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031.
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

SECTION 50. It is proposed that Section 143 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 143. Savings clause.

If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same ~~shall not be held to~~ does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

SECTION 51. It is proposed that Section 144 of the City of Fernandina Beach's Charter be amended to read as follows:

Section 144. When this Charter becomes effective.

The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

SECTION 52. A referendum election is hereby called and will be held via mail ballot, for consideration by the voters of the City of Fernandina Beach of the proposed amendments to the City Charter. The questions to appear on the referendum mail ballot reflecting the proposed amendments to the City Charter at the mail ballot election to be scheduled on or before June 15, 2021 will be as follows:

Question No. 1

Should the Fernandina Beach City Charter be amended to change the word "groups" to "seats" to be more clear that City Commissioners do not serve districts but are elected at large for one seat? ~~and should the City eliminate runoff election in December and instead have an "initial" election, like a primary election, earlier than November when more than two candidates qualify for election to one "seat"?~~

Yes
No

Question No. 2

Should the Fernandina Beach City Charter be amended to provide that City Commissioners must complete annual performance evaluations for Charter Officers, and that City Commissioners who directly interfere in administrative duties of City employees may be subject to sanctions by the City Commission and forfeiture of their Commission seat after a public hearing?

Yes
No

Question No. 3

Should the Fernandina Beach City Charter be amended to provide that a City Commissioner convicted of a felony, is absent from 3 regular meetings in a year or violates the Florida Code of Ethics for Public Officers is suspended from office pending a hearing that can result with the accused Commissioner forfeiting their Commission seat, and that the City Commission fills vacancies on the Commission by appointment?

Yes
No

Question No. 4

Should the Fernandina Beach City Charter be amended to provide for a binding election by the voters for Mayor instead of the current non-binding straw ballot election of Mayor and appointment by City Commission?

Yes

No

Question No. 5

Should the Fernandina Beach City Charter be amended to provide that the Mayor is responsible for ensuring that City Commissioners complete annual performance evaluations for all Charter Officers (City Manager, City Attorney, City Clerk)?

Yes

No

Question No. 6

Should the Fernandina Beach City Charter be amended to allow a City Commissioner suffering from a serious medical condition to use media technology to attend and cast votes at City Commission meetings?

Yes

No

Question No. 7

Should the Fernandina Beach City Charter be amended to provide that the City Commission must consider more than one City Manager candidate for hire, that the City Manager must have prior management experience and be a member of a professional organization for city managers, and that the City Manager has 90 days to become a resident of the City after taking the oath of office?

Yes

No

Question No. 8

Should the Fernandina Beach City Charter be amended to require that the City Attorney be admitted to practice law in all courts of the state and in federal courts, and that it is preferred that the City Attorney be board certified in local government law by the Florida Bar Association?

Yes

No

Question No. 9

Should the Fernandina Beach City Charter be amended to require referendum approval by the voters in the City before the Police Department could be dissolved?

Yes
No

Question No. 10

Should the Fernandina Beach City Charter be amended to require referendum approval by the voters in the City before the Fire Department could be dissolved?

Yes
No

Question No. 11

Should the Fernandina Beach City Charter be amended to require that the City Clerk be a member of a professional clerk's association, that the City Commission have an employment contract with the City Clerk and that the City Clerk propose a City Clerk pro tem to serve in the absence of the City Clerk?

Yes
No

Question No. 12

Should the Fernandina Beach City Charter be amended to require that the Comptroller: a) have professional credentials such as Certified Public Accountant; b) be a member of the Florida Government Finance Officers Association; c) propose sound investment policies for the City; and d) schedule an annual financial audit of City accounts by an independent certified public accountant?

Yes
No

Question No. 13

Should the Fernandina Beach City Charter be amended to prohibit any transfers of money from the Land Conservation Trust Fund to any other City fund and that no funds in the Land Conservation Trust Fund can be appropriated for any purpose other than those set forth in the Fernandina Beach Land Conservation Program?

Yes
No

Question No. 14

Should the Fernandina Beach City Charter be amended to delete prohibitions on community redevelopment areas (CRA's) that limit the number to no more than 2 CRA's in the City and that no CRA can be created with properties valued collectively at more than 2% of the total assessed value of all property in the City?

Yes
No

Question No. 15

Should the Fernandina Beach City Charter be amended to provide for oath of office language for every City employee, board member and City Commissioner that includes requirements of state law and additional affirmations to abide by the City's Comprehensive Plan and Code of Ethics for Public Officers and Employees?

Yes

No

Question No. 16

Should the Fernandina Beach City Charter be amended to provide that Charter Officers and advisory board members as well as City Commissioners have the power to cause any City department or the conduct of any City officer or employee to be investigated in accordance with City procedures?

Yes

No

Question No. 17

Should the Fernandina Beach City Charter be amended to provide for a citizen initiative process to introduce new ordinances to the City Commission for approval, and if rejected by the City Commission, the ordinance initiative would go to voters of the City at a referendum election?

Yes

No

Question No. 18

Should the Fernandina Beach City Charter be amended to provide that the City Charter must be reviewed every 8 years and require the City Commission to appoint a Charter Review Committee made up of City electors to make recommendations for changes to the City Charter?

Yes

No

Question No. 19

Should the Fernandina Beach City Charter be amended to correct errors and describe the City as:

The City of Fernandina was first established in 1825, then abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after approval by voters?

Yes

No

Question No. 20

Should the City of Fernandina Beach Charter be amended to remove certain provisions that are already covered by state law, clarify certain provisions without changing the meaning by combining sections or moving sections, and revise certain provisions to be consistent with state law?

SECTION 53. The City Clerk is directed to notify the Nassau County Supervisor of Elections that the referendum items provided above will be considered by mail in ballot on (date to be determined) by the electors of the City of Fernandina Beach.

SECTION 54. This ordinance will be published in accordance with law.

SECTION 55. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

SECTION 56. The provisions of this ordinance will take effect immediately upon its passage and adoption. The amendments to the Charter will take effect only upon approval of a majority of the City electors voting at the referendum election on each issue and upon the filing of the amended Charter with all amendments approved by the City electors with the Secretary of State.

ENACTED this 19th day of January, 2021.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

Charter Review Committee 2020

Proposed Changes

Last updated September 21, 2020

Rationale for Some Language Changes

- USE OF “SHALL”: The Committee recommends removal of the word “shall” pursuant to current legal writing standards. As appropriate, it has been replaced with “will”, “must” or active language throughout the document.
- HIS/HERS: The Committee recommends removing all personal pronouns to be inclusive and conform to more modern style.

Section 1 – Creation

Current Language

The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.

Proposed Language

~~The City of Fernandina and the City of Fernandina Beach were combined into one municipality called the City of Fernandina in 1921 pursuant to the Laws of Florida, Chapter 8949 (1921). The name of the municipality was changed to the City of Fernandina Beach (1951) and has operated as a municipal corporation pursuant to Charter since that time.~~

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Rationale

- The current description of the creation of the City of Fernandina Beach in the Charter is inaccurate. This new language corrects inaccuracies.

Sections 2, 3, 4, 5 - Reserved

Current Language

- Sec. 2. – Reserved.
- Sec. 3. – Reserved.
- Sec. 4. – Reserved.
- Sec. 5. – Reserved.

Proposed Language

- No changes

Section 6 – Boundaries (1 of 3)

Current Language

- That the following shall be the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality shall exercise its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Proposed Language

- That the following ~~shall be~~ is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality ~~shall~~ exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

Section 6 – Boundaries (2 of 3)

Current Language

- (a) *Original boundaries.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

Proposed Language

- (a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west (S1°37'W), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east (N1°54'E), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60°R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

Section 6 – Boundaries (3 of 3)

Current Language

(b) *Additions.*

(1) — Certain real property contiguous to the corporate limits of the City of Fernandina Beach, Florida, described as follows, is hereby annexed by the city and shall hereafter be a part of the corporate limits of the city:

That portion of Lots 12 and 13 lying westerly of the city limits of Fernandina Beach, Florida. Lot 14 and the easterly ¼ of Lot 15, Block 2, Sadler Estates, as recorded in Plat Book 2, page 62, of the public records of Nassau County, Florida.

All of that property as described below which lies west of the westerly city limits of Fernandina Beach, Florida.

From a point of beginning: Begin at the southeast corner of Section 29, aforementioned; and run south 89°35'15" west along the southerly line of said section a distance of 213.69 feet to the center of a 25.0 feet, more or less, drainage canal; run thence north 5°02'36" east along said center of canal, a distance of 305.30 feet; run thence north 5°54'03" east continuing along said center of canal, a distance of 300.01 feet; run continuing along said center of canal a distance of 300.01 feet; run thence north 7°03'04" east continuing along said center of canal, a distance of 200.15 feet; run thence north 1°56'15" west continuing along said center of canal, a distance of 228.35 feet; run thence north 9°30'39" west continuing along said center of canal, a distance of 280.01 feet to where said center of canal intersects with the southerly boundary of Block 2, Sadler Estates, according to plat recorded in the public records of said county in Plat Book 2, page 68; run thence south 78°14' east along said southerly boundary a distance of 807.49 feet to the southeast corner of Lot 6, Block 2, aforesaid; run thence north 11°46' east along the easterly boundary of Lot 6, aforesaid, a distance of 10.0 feet to the southwest corner of Lot 5, Block 2, aforesaid; run thence south 78°14' east continuing along the southerly boundary of Block 2, aforesaid, and the easterly extension thereof, a distance of 421.69 feet to where said southerly boundary intersects with the westerly right of way of First Avenue extension (a 60.0 foot right of way); run thence south 11°07' west along said right of way a distance of 971.08 feet to the beginning of a curve concave to the easterly, having a radius of 1,636.86 feet; run thence in a southerly direction along the arc of said curve and right of way a chord distance of 203.92 feet to the point of reverse curve (the bearing of the aforesaid chord being south 7°53'15" west); run thence in a southerly direction along the arc of a curve concave to the westerly, having a radius of 1,576.86 feet and continuing along said right of way a chord distance of 193.96 feet to the point of tangency (the bearing of the aforesaid chord being south 7°53'15" west); run thence south 11°27' west, continue along said right of way a distance of 5.70 feet to where said right of way intersects with the southerly line of Section 20, aforementioned; run thence north 89°18" west along said southerly line, a distance of 893.67 feet to the point of beginning.

(2) — The following parcel of real property be annexed to the City of Fernandina Beach, pursuant to petition filed by the owner of said lands and approved by the City Commission of the City of Fernandina Beach, said real property and owner of same being as follows:

A portion of Section Eleven (11), Township Two (2) North, Range Twenty eight (28) East, Nassau County, Florida. Said portion being more particularly described as follows:

For a point of reference commence at the northeast corner of Section Eleven (11), aforementioned, and run south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along the south right of way line of Bill Melton Road (a sixty (60.0) foot right of way) a distance of three hundred thirty one and sixty one hundredths (331.61) feet to the point of beginning.

From the point of beginning thus described, continue south eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds west along said right of way a distance of four hundred ninety one and nineteen hundredths (491.19) feet to the beginning of a curve concave to the southeasterly, having a radius of thirty (30.0) feet; run thence in a southerly direction departing said right of way and along the arc of said curve, a chord distance of forty four and thirty eight hundredths (44.38) feet to the point of tangency (the bearing of the aforementioned chord being south thirty eight (38) degrees, thirteen (13) minutes west); run thence south nine (09) degrees, twenty nine (29) minutes, thirty (30) seconds east a distance of one hundred thirty five and fifty two hundredths (135.52) feet to the beginning of a curve concave to the northwesterly, having a radius of one hundred five (105.0) feet; run thence in a southerly direction along the arc of said curve a chord distance of ninety one and forty seven hundredths (91.47) feet (the bearing of the aforementioned chord being south sixteen (16) degrees, nineteen (19) minutes, forty three (43) seconds west); run thence north eighty five (85) degrees, fifty five (55) minutes, thirty (30) seconds east a distance of five hundred ninety and twenty nine hundredths (590.29) feet; run thence north fifteen (15) degrees, fifteen (15) minutes, forty one (41) seconds west a distance of two hundred fifty eight and thirty nine hundredths (258.39) feet to the point of beginning.

Said lands being owned by the Davis Phoenix Company, Inc., a Florida corporation, less and except the easterly sixty (60.0) feet thereof, which is owned by the City of Fernandina Beach.

Proposed Language

(b) Additions to City Boundaries.

Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk’s Office and are available for view upon request.

Rationale – Section 6 changes

- Instead of continuously updating the Charter as the City's boundaries change, or having an outdated boundary listed, the Committee recommends having the current boundaries kept up to date in the Clerk's Office. This mirrors similar language from several peer cities.

Section 7 – Powers of City generally.

Current Language

- (a) The City of Fernandina Beach shall have full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of said municipality, by acquisition, condemnation or otherwise;
 - (2) To issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) To adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) To do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; and
 - (5) To exercise all other powers of local self-government.
- (b) The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.

Proposed Language

- (a) The City of Fernandina Beach ~~shall have~~ has full power and authority to:
- (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of ~~said~~ the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants; ~~and~~
 - (5) Exercise all other powers of local self-government; and
- (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) ~~The enumeration of particular powers by this Charter are not shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have, and may exercise, all other powers which, under the constitution and laws of Florida, it would be competent for this section specifically to enumerate.~~ are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services. (as set forth in Section 166.021, Fla. Stats.)

Rationale – Section 7 Changes

- Clean up legalese; reference home rule.
- Incorporate Sec. 45 here due to relevance.
- Incorporate Sec. 141 due to relevance.

Section 8 – Commissioner-manager plan (form) of government.

Current Language

- The form of government of the City of Fernandina Beach provided for under this Act shall be that known as the "Commission-Manager Plan," and the commission shall consist of five (5) citizens, who shall be elected at large in the manner hereinafter provided. The commission shall constitute the governing body with powers as hereinafter provided to pass ordinances, adopt regulations and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers hereinafter provided.

Proposed Language

- The form of government of the City of Fernandina Beach provided for under this Act ~~shall be that~~ is known as the "Commission-Manager Plan," and the Commission ~~shall consist~~ consists of five (5) citizens, who ~~shall be~~ are elected at large in the manner ~~hereinafter~~ provided in this Charter. The Commission ~~shall constitute~~ constitutes the governing body with powers as ~~hereinafter provided~~ hereinafter provided to pass ordinances, adopt ~~regulations~~ resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers ~~hereinafter~~ provided in this Charter and under Florida law.

Rationale – Section 8 Changes

- Clean up legalese.

Section 9 - Created; election by ~~groups~~ seats, number; term. (1 of 2)

Current Language

- The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance, in substantial compliance with the principles adopted for state elections. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections shall be non-partisan.

There is hereby created a City Commission to consist of five (5) electors of the City of Fernandina Beach and elected at large.

(a) If an affirmative majority of the present City Commission so desires, the city shall, by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:

One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.

One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.

Proposed Language

The City Commission shall prescribe the conduct, method, dates and manner of holding elections by ordinance. ~~in substantial compliance with the principles adopted for state elections.~~ In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections ~~shall~~ be non-partisan.

(a) There is hereby created a City Commission to consist of five (5) electors seats of the City of Fernandina Beach, ~~and elected at large by the qualified voters of the City of Fernandina Beach.~~ The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.

~~(a) If an affirmative majority of the present City Commission so desires, the city shall by ordinance, motion or otherwise, elect five (5) members for said commission in the following manner:~~

~~One (1) member shall run as a candidate from and be elected by the qualified electors of group one (1), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group one (1) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group two (2), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group two (2) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group three (3), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group three (3) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group four (4), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group four (4) of said city.~~

~~One (1) member shall run as a candidate from, and be elected by the qualified electors of, group five (5), the boundaries of which shall be coterminous with the boundaries of the City of Fernandina Beach, Florida, and when elected shall serve as city commissioner of and for group five (5) of said city.~~

Section 9 - Created; election by ~~groups~~ seats; number; term. (2 of 2)

Current Language

- (b) Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:

Group 1 shall be elected in 2016.

Groups 2 and 3 shall be elected in 2017 and 2020.

Groups 4 and 5 shall be elected in 2015 and 2018.

Thereafter, all groups shall be elected every four (4) years for a term of four (4) years.

- (c) If there are several candidates in each group, then the candidate receiving a majority vote shall be held elected for that group, provided, however, that in the event the candidate shall not receive a majority vote, then and in that event the two (2) candidates receiving the largest or highest votes shall have their names placed on an election ballot (unless one (1) of the two (2) candidates to be elected shall withdraw from the race, then and in that event no run off or second election shall be called and the remaining candidate shall be declared elected) in a run off or second election and in said run off or second election the candidate receiving the largest or highest votes shall be held elected for that group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that no group or groups of candidates shall qualify in more than one (1) group in any general election or run off or second election in any one year.
- (d) City elections shall be nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have the authority to call for special elections at any time not on the same dates as the City general elections for special elections, ballot questions and referenda.

Proposed Language

- (b) ~~Members shall serve for a term of four (4) years or until their successors have been elected and take office. Elections for the groups referred to in paragraph (a) shall be held as follows:~~
Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018.

~~Group 1 shall be elected in 2016.~~

~~Groups 2 and 3 shall be elected in 2017 and 2020.~~

~~Groups 4 and 5 shall be elected in 2015 and 2018.~~

Thereafter, all groups seats shall ~~be~~ are elected every four (4) years for a term of four (4) years.

- (c) ~~— If there are several candidates in each seeking the same seat group, then the candidate receiving a majority vote shall be held is elected for that seat. group, provided, However, that — In the event the no candidate shall not receives a majority vote, then and in that event the two (2) candidates receiving the largest or highest number of votes shall must have their names placed on an election ballot unless one (1) of the two (2) candidates to be elected shall withdraws from the race, then and in that event no run off or second election shall will be called, and the remaining candidate shall be declared is elected. in a run off or second election and In said a run off or second election, the candidate receiving the largest or highest number of votes shall be held is elected for that seat. group; provided always, however, that this shall not apply to any candidate or candidates that receive a majority vote in the first or general election. Provided, however, that No group or groups of candidates shall can qualify in for more than one (1) group seat in any general election or run off or second election in any one election year. If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the “Initial Election”). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.~~

- (d) ~~City elections shall be are nonpartisan and shall be held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission shall have has the authority to call for special elections at any time not on the same dates other than as the City general elections. for special elections, ballot questions and referenda.~~

Rationale – Section 9 Changes

- Clean up legalese; change “groups” to “seats” at large, remove redundant clauses.
- Creates an “initial election” to eliminate December runoff
- Committee recommends that Rank Choice Voting be investigated and considered by the City Commission when the state approves voting software that can accommodate Rank Choice Voting. The City of Sarasota approved Rank Choice Voting by referendum charter change in 2007 but cannot use this method since state has not approved and certified voting equipment to tally votes for this method.

Section 10 – Powers generally; dealing with administrative service through Charter Officers required; penalties for violations ~~deemed misdemeanor, penalty~~

Current Language

(a) The Mayor and Commissioners shall not, in any manner, dictate the appointment or removal of any city officers or employees whom the Charter Officer or any of his/her subordinates are empowered to appoint, evaluate and supervise.

(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.

(c) The Mayor and Commissioners shall deal with administrative service through the respective Charter Officer. The Mayor and Commissioners shall not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

(d) Any violation of the provisions of this section by any member of the City Commission shall, upon first offense be grounds for sanction by the Commission, and any second or subsequent offense or violation within a commissioner's term shall constitute a misdemeanor and, upon conviction thereof before any court of competent jurisdiction the violator shall be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be subject to removal from office.

(e) Investigations or inquiries shall be conducted pursuant to Section 136 of this charter.

Proposed Language

(a) The Mayor and Commissioners ~~shall~~ must not, in any manner, dictate the appointment or removal of any City officers or employees whom ~~the~~ a Charter Officer or any of ~~his/her~~ the Charter Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.

~~(b) All powers of the City, except as otherwise provided by this Charter or by the constitution of this state, are hereby vested in the City Commission. Except as otherwise provided by this Charter or by the constitution of this state, the City Commission may by ordinance or resolution prescribe the manner in which any power of the city shall be exercised.~~

~~(c)~~ (b) The Mayor and Commissioners ~~shall~~ deal with administrative service through the respective Charter Officer. The Mayor and Commissioners ~~shall~~ must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.

~~(d)~~ (c) Any violation of the provisions of this section by any member of the City Commission ~~shall~~ is, upon first offense, be grounds for sanction recognition and discussion by the Commission of the violation, any second or subsequent offense or violation within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of the Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance. shall constitutes a misdemeanor and, upon conviction thereof before any court of competent jurisdiction, the violator shall may be fined in an amount not exceeding two hundred dollars (\$200.00), or be imprisoned for a period not exceeding six (6) months, or both, at the discretion of the court, and shall be is subject to removal from office.

~~(e)~~ (d) Investigations or inquiries ~~shall~~ be ~~are~~ conducted pursuant to Section 136 of this Charter.

Rationale – Section 10 Changes

- Clean up legalese.
- Changed penalty and process for interference.
- Added requirement of annual review for Charter Officers.

Section 10A - Referendum required for sale of City-owned recreational facilities and no sale of conservation land.

Current Language

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

Proposed Language

- (a) (1) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) (2) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

(1) A referendum election shall be required prior to the sale, lease for a period of more than 40 years, or other transfer of City owned swimming pools, golf course or courses, any and all recreational facilities, or lands which are designated for recreational use in the City's comprehensive plan or any portion thereof, and all buildings, improvements and appurtenances pertaining thereto, whether presently built or hereafter built. The City Commission shall pass an ordinance by a majority vote to place the matter on the ballot for the voters to decide. The decision of the voters shall be binding. If approved by the voters, the City Commission shall have the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(2) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves; botanic, zoological or marine conservatories; sporting events, pleasure boating, swimming, fishing or any other recreational activity. Such recreational facilities shall be designated by a resolution of the City Commission and which resolution shall be updated from time to time.

(3) A referendum election is required prior to leasing for a period of more than 40 years or sale, or other transfer of City owned conservation land which includes land burdened by a conservation easement and/or land that is in a conservation zoning district or has a future land use map designation of conservation. The City Commission must pass an ordinance by super majority vote to place the matter on the ballot for voters to decide. The decision of the voters is binding on the City Commission. If approved by the voters, the City Commission has the authority to issue a deed for the property, or to issue such other documents as may be necessary to complete the transaction.

(4) "Conservation Lands" as used in this section is hereby defined as areas owned by the City of Fernandina Beach and designated Conservation in the City's Future Land Use Map series.

Rationale – Section 10A Changes

- Clean up legalese.
- Add prohibition for sale or lease of conservation lands.
- Restrictive referendum requirement of sale or long term lease of recreational facilities.

Section 10B - ~~General power to borrow money and issue bonds.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.

Proposed Language

- ~~The City of Fernandina Beach shall have the power to borrow money, contract loans, and issue bonds, notes and other obligations or evidences of indebtedness in accordance with Florida law.~~
- Delete and reserve.

Rationale – Section 10B Changes

- Redundant and covered by state law.

Section 11 - Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts, ~~etc.,~~ prohibited; filling vacancies.

Current Language

- Members of the commission shall be residents of the city and have the qualifications of electors therein. Officers and employees of the city may not hold more than one office in the city government of the City of Fernandina Beach, and shall not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall be declared void by the commission.

Proposed Language

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission shall must be residents of the City and have the qualifications of electors. ~~therein.~~ Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and shall must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested shall must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner's seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election will be filled as required by state law.

Rationale – Section 11

- Clean up legalese
- Moves Section 14 to Section 11
- Moves Section 15 to Section 11
- Moves Section 20 to Section 11
- Makes absenteeism consistent with requirements for advisory boards
- Highlights public officials code of ethics
- Due process before forfeiture of Commission seat

Section 12 - Salary of members

Current Language

- The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate city ordinance.

Proposed Language

- The Mayor and City Commissioners ~~shall~~ receive a salary ~~in the amount~~ as established by appropriate City ordinance.

Rationale – Section 12

- Clean up legalese

Section 13 - Limitation on successive terms in office.

Current Language

- The city commissioners shall be limited to two (2) successive terms in office. No person shall be qualified for election or appointment to a vacancy upon the city commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

Proposed Language

- The City Commissioners ~~shall be~~ are limited to two (2) successive terms in office. No person ~~shall be~~ is qualified for election or appointment to a vacancy upon the City Commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

Rationale – Section 13

- Clean up legalese

Section 14 - ~~Judge of election and qualifications of members.~~ Reserved.

Current Language

- The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.

Proposed Language

- ~~The commission shall be the judge of the election and qualification of its own members, subject to review by the courts. Any member of the Commission who shall be convicted of [a] crime while in office shall thereby forfeit his office.~~
- Delete and reserve.

Rationale – Section 14

- Moved to Section 11

Section 15 - ~~Vacancies, how filled.~~ Reserved.

Current Language

- Any vacancy in the city commission shall be filled until the next regular municipal election by vote of the remaining members of the commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the governor. Vacancies resulting from a recall election shall be filled as required by state law.

Proposed Language

- ~~Any vacancy in the City Commission shall be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it shall have~~ has ~~occurred, appointment to fill the existing vacancy shall be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.~~
- Delete and reserve.

Rationale – Section 15

- Moved to Section 11

Section 16 - Mayor—When selected; procedure; term

Current Language

(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the city attorney, who shall certify the result of such lot upon the journal of the commission.

(b) The mayor shall serve a term of two (2) years to coincide with the municipal general election beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).

(c) The City Commission may, by majority vote and for any reason, remove the Mayor from office and appoint another incumbent commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as commissioner until the end of their current term as commissioner unless otherwise prohibited from serving as commissioner by state law.

Proposed Language

~~(a) In case the members of the Commission are unable to agree on the selection of Mayor, at the time fixed in the Code of Ordinances for the Commission's annual organization meeting, then the Mayor shall be chosen by lot, conducted by the City attorney, who shall certify the result of such lot upon the journal of the Commission.~~

(a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.

(b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.

(c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.

(d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.

~~(e) The Mayor and Vice Mayor shall each serve a term of two (2) years to coincide with the municipal general election, beginning in 2018, unless sooner removed from office by the City Commission as provided below in subsection (c).~~

~~(c) The City Commission may, by majority vote and for any reason including but not limited to Florida Sunshine Law violations, remove the Mayor from office and appoint another incumbent Commissioner to serve as Mayor for the remainder of the two (2) year term. The person removed from the office of Mayor shall continue to serve as Commissioner until the end of their current term as Commissioner unless otherwise prohibited from serving as Commissioner by state law.~~

~~(f) On the occasion that all eligible candidates but one should withdraw from the straw ballot, election, there shall be no straw ballot election and the one remaining candidate shall be considered the primary candidate for the position of Mayor at the organizational meeting.~~

~~(g) (f) The appointee shall serve as existing Mayor and Vice Mayor will serve until the organizational meeting following the next regular general election held by the City.~~

Rationale – Section 16

- Clean up legalese.
- Changes how mayor and vice mayor are selected from current straw ballot vote to direct election by voters.

Section 17 - ~~Same~~—Functions and powers of the Mayor.

Current Language

- The powers and duties of the Mayor shall be as set forth in this Charter and such other duties as may be conferred upon the Mayor by official action of the City Commission. The Mayor shall have a voice and a vote in the proceedings of the commission but no veto power. The Mayor shall not exercise any administrative power, unless specifically set forth in this Charter. The Mayor shall preside at all meetings of the commission and perform such other duties consistent with the office, and may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state. The Mayor shall be recognized as the official head of the city by the courts for the purpose of serving civil processes and for all ceremonial purposes.

Proposed Language

The powers and duties of the Mayor ~~shall be as are~~ set forth in this Charter. ~~and below: and such other duties as may be conferred upon the Mayor by official action of the City Commission.~~

(a) The Mayor ~~shall have~~ has a voice and a vote in the proceedings of the Commission but no veto power;

(b) The Mayor ~~shall~~ does not exercise any administrative power, unless specifically set forth in this Charter;

(c) The Mayor ~~shall~~ presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. ~~and The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and~~

(d) The Mayor ~~shall be recognized as~~ is the official head of the City ~~by the courts for the purpose of serving civil processes and for all ceremonial purposes.~~

Rationale – Section 17

- Clean up legalese
- Mayor responsible to ensure Charter officer evaluations are conducted

Sections 18, 19 – Reserved.

Current Language

- Sec. 18. – Reserved.
- Sec. 19. – Reserved.

Proposed Language

- No changes

Section 20 - ~~Same~~—~~Vacating seat of member for unexcused absence of specified duration.~~ Reserved.

Current Language

- Absence from four consecutive regular meetings of the commission shall operate to vacate the seat of a member, unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.

Proposed Language

- ~~Absence from four consecutive regular meetings of the Commission, shall operate to vacate the seat of a member unless such absence is excused by the commission by resolution setting forth the fact of such excuse duly entered upon the journal.~~

Rationale – Section 20

- Moved to Section 11

Section 21 - Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

Current Language

(1) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(2) A majority of the members of the city commission shall constitute a quorum. An affirmative vote of at least three city commissioners shall be necessary to enact any ordinance or resolution; except that two-thirds of the city commission is required to enact an emergency ordinance. An affirmative vote of a majority of a quorum present is necessary to adopt any resolution. On final passage, the vote of each member of the city commission voting shall be entered on the official record of the meeting. All ordinances or resolutions passed by the city commission shall become effective ten (10) days after passage or as otherwise provided therein.

(3) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the clerk of the city commission.

Proposed Language

(1)–(a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.

(2)–(b) A majority of the members of the City Commission shall constitute a quorum. An affirmative vote of at least three City Commissioners shall be necessary to enact any ordinance or resolution; except that ~~two-thirds~~ a supermajority of the City Commission is required to enact an emergency ordinance. ~~An affirmative vote of a majority of a quorum present is necessary to adopt any resolution.~~ In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting shall ~~must~~ be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission shall become effective ten (10) days after passage or as otherwise provided therein.

(3)–(c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and ~~shall must~~ be signed by the presiding officer and the City Clerk of the city commission.

Rationale – Section 21

- Clean up legalese
- Allow for virtual participation in medical necessity

Section 22 – ~~Reserved.~~ Boards.

Current Language

- Reserved.

Proposed Language

- The City Commission may at any time appoint a ~~fact-finding or an~~ advisory board or ~~boards~~ committee, on a standing or ad hoc basis, ~~composed of men and women who are~~ residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any ~~such board or committee shall~~ serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties ~~shall be~~ are to consult and advise with ~~such~~ municipal officers and make written recommendations, which ~~shall~~ then become part of the records of the City.

Rationale – Section 22

- Moved from Sec. 69 for relevance.

Section 23, 24 – Reserved.

Current Language

- Sec. 23. – Reserved.
- Sec. 24. – Reserved.

Proposed Language

- No changes

Section 25 – City Manager appointment; tenure of office; qualifications; ~~manager pro tem~~.

Current Language

- The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the city commission, and shall hold office at the pleasure of the city commission. The city manager shall be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the city or state at the time of appointment; however, not later than 30 days after executing the Oath of Office, the city manager shall become a resident of the city. The city commission may establish an appropriate contract for the city manager, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. The city manager may also be deemed to be a regular employee of the city, and the employment conditions, compensation, benefits and other terms may be set by the city commission through ordinance, resolution or policy. During the absence or disability of the city manager, the city commission shall designate some properly qualified person to temporarily execute the function of the city manager.

Proposed Language

- The City Commission ~~shall~~ must appoint a City Manager who ~~shall be~~ is the administrative head of the municipal government under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Manager ~~shall~~ must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than ~~30~~ 90 days after executing the Oath of Office, the City Manager ~~shall~~ must become a resident of the City. The City Manager must have prior management experience managing at least one government organization with at least 250 employees and several departments, be a member in good standing of a professional organization such as the International City/County Management Association, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission ~~may~~ will establish an appropriate contract for the City Manager, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy. ~~During the absence or disability of the City Manager, the City Commission shall designate some properly qualified person to temporarily execute the function of the City Manager.~~

Rationale – Section 25

- Clean up legalese
- Expand time for new City Manager to relocate
- Added minimum qualifications for City Manager

Section 26, 27, 28 – Reserved.

Current Language

- Sec. 26. – Reserved.
- Sec. 27. – Reserved.
- Sec. 28. – Reserved.

Proposed Language

- No changes

Section 29 - Powers and duties enumerated.

Current Language

The city manager shall be responsible to the city commission for the proper administration of all affairs of the city, and to that end his powers are and they shall be:

- (a) To see that the laws and ordinances are enforced.
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the city; all appointments to be made upon merit and fitness alone.
- (c) To exercise control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, including public utilities owned by said city.
- (d) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same.
- (e) To attend all meetings of the city commission, and of its committees, with right to take part in the discussions, but without having a vote.
- (f) To recommend to the commission for adoption such measures as he may deem necessary or expedient in the interests of the city.
- (g) To keep the city commission fully advised as to the financial condition and needs of the city and to submit for its consideration an annual budget.
- (h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the city commission.
- (i) He shall be purchasing agent for the city, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe.

Proposed Language

The City Manager ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City, and to that end ~~his~~ has the following powers and duties ~~are and they shall be:~~

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over ~~all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees; including public utilities owned by said city.~~
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any ~~public utility franchise contract~~ are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as ~~he may deem~~ he may necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- ~~(h) To perform such other duties as may be prescribed under this Charter or as may be required of him by ordinance or resolution of the City Commission.~~
- ~~(i) (h) He shall be purchasing agent for the City, by whom all purchases of supplies shall be made and he shall approve all vouchers for the payment of same. In the capacity of purchasing agent he shall also conduct all sales of personal property which the Commission may authorize to be sold as having become unnecessary or unfit for the City's use. All purchases and sales shall must conform to such regulations as the City Commission may from time to time prescribe. To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations ; and~~
- (i) (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Rationale – Section 29

- Clean up legalese
- Require City Manager to designate pro tem
- Require CM to prepare a capital improvement plan

Section 30 – ~~Reserved.~~ Salaries and compensation.

Current Language

- Sec. 30. – Reserved.

Proposed Language

- The City Manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall must be uniform for like services in each grade of the City service, as the same shall will be graded or classified by the City Manager, and approved by the City Commission. All such salaries and rates of pay, with dates of employment and discharge, shall must be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees shall must be immediately paid over to the City Comptroller on the date of their receipt.

Rationale – Section 30

- Moved from Sec. 120 for relevancy
- Clean up legalese

Section 31 - City Attorney appointment and qualifications; tenure of office; powers and duties enumerated; attorney pro tem

Current Language

a) *Appointment; tenure of office; qualifications; and attorney pro tem.* The City Commission shall appoint a city attorney, who shall act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Attorney shall be chosen on the basis of legal and administrative qualifications. The City Commission shall establish an appropriate contract for the City Attorney, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

b) *Powers and duties enumerated.* The City Attorney shall be responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers shall be the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and shall endorse on each the City Attorney's approval;
- 2) The City Attorney shall be authorized to take such action required to avoid default judgment against the City in any litigation and shall obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney shall review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) The City Attorney shall provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney shall report to the City Attorney. The City Attorney shall have the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein.

Proposed Language

a) ~~Appointment; tenure of office; qualifications; and attorney pro tem.~~ The City Commission shall must appoint a City Attorney, who shall act as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney ~~shall~~ serves under the direction and supervision of the City Commission and ~~shall~~ holds office at the pleasure of the City Commission. The City Attorney ~~shall~~ must be chosen on the basis of legal and administrative qualifications. The City Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission ~~shall~~ must establish an appropriate contract for the City Attorney, which ~~shall~~ contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission ~~shall~~ must designate a properly qualified person to temporarily execute the functions of the office.

~~b) (c) Powers and duties enumerated.~~ The City Attorney ~~shall be~~ is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers ~~shall be~~ are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and ~~shall endorse~~ on each the City Attorney's approval;
- 2) ~~The City Attorney shall be authorized to take~~ such action required to avoid default judgment against the City in any litigation and ~~shall~~ must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney ~~shall~~ must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) ~~The City Attorney shall~~ Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney ~~shall~~ report to the City Attorney. The City Attorney ~~shall have~~ has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

Rationale – Section 31

- Clean up legalese
- Incorporate Sections 32 and 33

Section 32 - ~~Additional duties.~~ Reserved.

Current Language

- In addition to the duties specifically imposed under the preceding section, he [the city attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the city commission or as are prescribed for city attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the city commission.

Proposed Language

- ~~In addition to the duties specifically imposed under the preceding section, he [the City attorney] shall perform such other professional duties as may be required of him by ordinance or resolution of the City Commission or as are prescribed for City attorneys under the general law of the state which are not inconsistent with this Charter and with any ordinance or resolution which may be passed by the City Commission.~~
- Delete and reserve

Rationale – Section 32

- Delete and move attorney pro tem language to Section 31
- Reserve

Section 33 – Qualifications. Reserved.

Current Language

- The city attorney shall be a lawyer admitted to and having authority to practice in all courts of the state.

Proposed Language

- ~~The City Attorney shall must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.~~
- Delete and reserve.

Rationale – Section 33

- Delete and move to Section 31
- Reserve

Section 34, 35, 36, 37, 38 – Reserved.

Current Language

- Sec. 34. – Reserved.
- Sec. 35. – Reserved.
- Sec. 36. – Reserved.
- Sec. 37. – Reserved.
- Sec. 38. – Reserved.

Proposed Language

- No changes

Section 39, 40 – Reserved.

Current Language

- Sec. 39. – Reserved.
- Sec. 40. – Reserved.

Proposed Language

- No changes

Section 41 - Police ~~force~~ department— Composition; authority of chief.

Current Language

- The police force of the City of Fernandina [Beach] shall consist of a chief of police and as many subordinate officers, policemen and employees as the city commission shall by resolution determine. The chief of police shall have exclusive control of the stationing and transfer of all patrolmen and other officers and employees constituting the police force, subject to the approval of the city manager and under such rules and regulations as the city commission may prescribe or as may be prescribed by the ordinances of the city

Proposed Language

- The police ~~force~~ department of the City of Fernandina {Beach} ~~shall consists of a chief of police and as many subordinate officers, policemen/policewomen and employees as the City Commission shall by resolution determines by ordinance.~~ The chief of police ~~shall have~~ has exclusive control of the stationing and transfer of all ~~patrolmen and other~~ officers and employees constituting the police ~~force~~ department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Rationale – Section 41

- Clean up legalese
- Prohibits dissolution of police department solely by Commission vote
- Allows for emergency temporary appointments for additional police officers (repeats language already given to fire department)

Section 42, 43 – Reserved.

Current Language

- Sec. 42. – Reserved.
- Sec. 43. – Reserved.

Proposed Language

- No changes

Section 44 - Fire ~~force~~ department; composition; authority of chief.

Current Language

- The fire force of the city shall consist of a chief, who shall be fire warden, and as many subordinate officers, firefighter/rescue personnel and employees as the city commission shall, by ordinance, determine. The fire chief shall have exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire force subject to such rules and regulations as may be prescribed by the city manager or by ordinance of the city; he shall have exclusive management and control of such officers and employees as may be employed in the administration of the affairs of his force. In case of riot, conflagration or like emergency, the city manager may appoint additional firefighter/rescue personnel for temporary service.

Proposed Language

- The fire ~~force~~ department of the City ~~shall~~ consists of a chief, ~~who shall be fire warden,~~ and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, ~~shall,~~ by ordinance, determines. The fire chief ~~shall have~~ has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire ~~force~~ department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; ~~he shall have~~ the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of ~~his~~ the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Rationale – Section 44

- Clean up legalese
- Prohibits dissolution of fire department solely by Commission vote

Section 45 - ~~Public utilities.~~ Reserved.

Current Language

- The City of Fernandina Beach shall have the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.

Proposed Language

- ~~The City of Fernandina Beach shall have has the power to own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare. The City shall have the power to do all things necessary for the operation of the utilities, and the protection of the public health and safety and welfare.~~
- Delete and reserve.

Rationale – Section 45

- Move to Sec. 7 because that is where municipal powers are stated.

Section 46 – City Clerk ~~appointment; tenure of office; qualifications; and clerk pro tem.~~ Reserved

Current Language

- The City Commission shall appoint a City Clerk, who shall serve under the direction and supervision of the City Commission and shall hold office at the pleasure of the City Commission. The City Clerk shall be chosen on the basis of administrative qualifications. The City Commission shall establish an appropriate contract for the City Clerk, which shall contain the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.

Proposed Language

- ~~The City Commission shall must appoint a City Clerk, who shall serves under the direction and supervision of the City Commission and shall holds office at the pleasure of the City Commission. The City Clerk shall must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission shall must establish an appropriate contract for the City Clerk, which shall contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Clerk, the City Commission shall designate a properly qualified person to temporarily execute the functions of the office.~~

Rationale – Section 46

- Delete and move to Sec. 47
- Reserve

Section 47 – City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

Current Language

The City Clerk shall be responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be the following:

- a) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall be maintained of the proceedings of all boards and committees required by the City Commission;
- b) The City Clerk shall be the custodian of the seal of the City;
- c) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) Serve as legal custodian of all city records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents, and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;
- f) Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) Publish all public notices required by the City Commission or by law;
- h) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) File all liens, satisfactions and releases as authorized by the City Manager;
- k) Serve as notary public on behalf of the City and attest all City documents as required;
- l) The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and
- m) Any other duties as required by the City Commission.

Proposed Language

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk shall be is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers shall be are the following:

- a) 1. Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal shall must be maintained of the proceedings of all boards and committees required by the City Commission;
- b) 2. The City Clerk shall be Is the custodian of the seal of the City;
- e) 3. Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- d) 4. Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- e) 5. Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents. and perform such other duties as may be required by ordinance or resolution of the City Commission, as well as such as may be required by City Clerks by the general law of the state, applicable to municipalities and not inconsistent with this charter or with any ordinance or resolution passed by the City Commission;
- f) 6. Authenticate all ordinances, resolutions and transcripts of legislative functions;
- g) 7. Publish all public notices required by the City Commission or by law;
- h) 8. Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- i) 9. Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- j) 10. File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- k) 11. Serve as notary public on behalf of the City and attest all City documents as required;
- l) 12. The direct employees of the City Clerk in the office of the City Clerk shall report to the City Clerk. The City Clerk shall have has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein; and
- m) 13. Any other duties as required by the City Commission. Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and
- (n) 14. For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

Rationale – Section 47

- Clean up legalese
- Require maintenance of city boundary map
- Add minimum qualifications for City Clerk

Section 48-57 – Reserved.

Current Language

- Sec. 48. – Reserved.
- Sec. 49. – Reserved.
- Sec. 50. – Reserved.
- Sec. 51. – Reserved.
- Sec. 52. – Reserved.
- Sec. 53. – Reserved.
- Sec. 54. – Reserved.
- Sec. 55. – Reserved.
- Sec. 56. – Reserved.
- Sec. 57. – Reserved.

Proposed Language

- No changes

Section 58 - Department of Finance established.

Current Language

- There shall be a department of Finance, which shall be headed by a City Comptroller, who shall be under the supervision of the City Manager. The City Comptroller shall be the custodian of all monies of the City and shall keep, preserve, invest and deposit all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Proposed Language

- There ~~shall be~~ is established a department of Finance, which ~~shall be~~ is headed by a City Comptroller, ~~who shall be~~ under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller ~~shall be~~ is the custodian of all ~~monies~~ funds of the City and ~~shall~~ keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Rationale – Section 58

- Clean up legalese
- Adding minimum qualifications

Section 59 - ~~Bond~~. Liability Insurance.

Current Language.

- The city comptroller shall give a bond in the amount established by ordinance of the city commission from time to time.

Proposed Language

- The City Comptroller ~~shall give a bond in the amount established by ordinance of the city commission from time to time~~ must have insurance for professional liability to protect the City.

Rationale – Section 59

- Require liability insurance in accordance with current practice.

Section 60 - Collection of interest on investments or deposits.

Current Language

- All moneys due as interest upon investments or deposits shall be collected by the city comptroller and placed to the credit of the city, and any and all bonds and securities taken for investments and deposits shall be held by the city comptroller for safe keeping for the benefit of the city.

Proposed Language

- All moneys due as interest upon investments or deposits ~~shall be~~ is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits ~~shall be~~ are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

Rationale – Section 60

- Clean up legalese
- Added duty to provide investment plan

Section 61 - ~~Collection of taxes, license fees and all moneys belonging to city.~~ Reserved.

Current Language

- The City Comptroller shall assure that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.

Proposed Language

- ~~The City Comptroller shall assures that all monies belonging to the City are properly recorded, reconciled and accounted for, including but not limited to taxes, licenses, revenue sharing, grants, special assessments, fines and income from all other sources in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the laws of the State of Florida.~~
- Delete and reserve.

Rationale – Section 61

- Redundant, Section 58 covers the same

Section 62 - Payment of moneys; procedure.

Current Language

- The City Comptroller shall issue checks to be paid from city funds only in accordance with established procedures, which procedures shall be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City shall be established by resolution.

Proposed Language

- The City Comptroller ~~shall~~ issues checks to be paid from City funds only in accordance with established procedures, which procedures ~~shall~~ must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City ~~shall~~ must be established by resolution.

Rationale – Section 62

- Clean up legalese

Section 63 - Reserved.

Current Language

- Sec. 63. - Reserved.

Proposed Language

- No changes

Section 64 - Financial report; submission to Commission monthly.

Current Language

- At a regular city commission meeting, the city comptroller shall submit to the city commission through the city manager, a detailed report of the financial status of the City funds. The city comptroller, or designee, shall also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the commission.

Proposed Language

- At a regular City Commission meeting, the City Comptroller ~~shall~~ will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, ~~shall~~ will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Rationale – Section 64

- Clean up legalese
- Requiring report monthly, annual financial audit

Section 65, 66, 67, 68 – Reserved.

Current Language

- Sec. 65. – Reserved.
- Sec. 66. – Reserved.
- Sec. 67. – Reserved.
- Sec. 68. – Reserved.

Proposed Language

- No changes

Section 69 - ~~How constituted.~~ Reserved.

Current Language

- The city commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the city commission or the city manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the city. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the commission, and their duties shall be to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the city.

Proposed Language

- ~~The City Commission may at any time appoint a fact-finding or advisory board or boards, composed of men and women who are residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board shall serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties shall be are to consult and advise with such municipal officers and make written recommendations, which shall become part of the records of the City.~~
- Delete and reserve.

Rationale – Section 69

- Moved to Sec. 22

Section 70 - Reserved.

Current Language

- Sec. 70. - Reserved.

Proposed Language

- No changes

Section 71 - Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

Current Language

- The City Manager shall set forth an estimate of the expenditures and revenues of the city for the upcoming fiscal year. The estimate of expenditures and revenues shall be submitted in compliance with the procedures set forth in the laws of Florida. The estimates and budget so given and constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the city government for the ensuing fiscal year.

Proposed Language

- (a) In accordance with Section 29(g), the City Manager shall sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must ~~shall~~ be submitted in compliance with the procedures set forth in the laws of Florida.
- (b) The estimates, and budget and 5-year capital improvement plan so given and ~~constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year~~ shall ~~must~~ be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

Rationale – Section 71

- Clean up legalese
- Adds reference to Capital Improvement Plan

Section 72 - ~~Annual budget and appropriation.~~ Reserved.

Current Language

- The city commission shall abide by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.

Proposed Language

- ~~The City Commission shall abides by the laws of the State of Florida in the preparation, submission and publication of its annual budget and appropriation by ordinance or resolution.~~
- Delete and reserve.

Rationale – Section 72

- This is required under Florida Law and therefore redundant.

Section 73 - Reserved.

Current Language

- Sec. 73. - Reserved.

Proposed Language

- No changes

Section 74 - Transfer of funds.

Current Language

- Upon request of the city manager, the city commission may authorize a budget amendment or budget transfer by resolution. The city manager shall be authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time.

Proposed Language

- Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager ~~shall be~~ is authorized to transfer funds within the same department or division thereof in such maximum amounts as established by ordinance or resolution from time to time; provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

Rationale – Section 74

- Clean up legalese
- Prohibits conservation trust funds from being transferred.

Section 75 - Limitation on appropriations.

Current Language

- At the close of each fiscal year the unencumbered balance of each appropriation shall revert to the respective fund from which it was appropriated and shall be subject to future appropriation. Any accruing revenue of the city, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation shall have been satisfied or abandoned may from time to time be appropriated by the city commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the city commission.

Proposed Language

- At the close of each fiscal year the unencumbered balance of each appropriation ~~shall~~ reverts to the respective fund from which it was appropriated and ~~shall be~~ is subject to future appropriation. Any accruing revenue of the City, not appropriated and hereinbefore provided, and any balance at any time remaining after the purpose of the appropriation ~~shall have~~ has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money ~~shall~~ may be drawn from the treasury of the City, nor ~~shall~~ any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

Rationale – Section 75

- Clean up legalese
- Restricts appropriations from conservation trust fund for conservation use only

Section 76, 77 - Reserved.

Current Language

- Sec. 76. - Reserved.
- Sec. 77. - Reserved.

Proposed Language

- No change

Section 78 - ~~Ad valorem taxes.~~ Reserved.

Current Language

- (1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.
- (2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law.
- (3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Proposed Language

- ~~(1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, this municipality is hereby authorized, to levy ad valorem taxes on real and tangible personal property within the municipality.~~
- ~~(2) The assessment and collection of municipal ad valorem taxes shall will be performed by appropriate officers and in such manner as is prescribed by general law.~~
- ~~(3) Pursuant to and in compliance with the laws of the State of Florida, the municipality may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.~~

Delete and reserve.

Rationale – Section 78

- (1) and (2) are authorized under Florida law and therefore redundant
- (3) is incorporated into Sec. 79

Section 79 - ~~Regulatory~~ Fees.

Current Language

- Pursuant to the laws of the State of Florida, this municipality may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

Proposed Language

(a) Pursuant to the laws of the State of Florida, this municipality the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.

(b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Rationale – Section 79

- Incorporates former Section 78 (3) for relevancy.
- Clean up legalese.

Section 80 - Reserved.

Current Language

- Sec. 80. – Reserved.

Proposed Language

- No changes

Section 81 – Comptroller Certification of funds for contracts, obligations, etc.

Current Language

- No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the city commission or be authorized by any officer of the city, unless the comptroller first certifies to the city commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter be considered appropriated until the city is discharged from the contract, agreement or obligation.

Proposed Language

- ~~No contract, agreement, or other obligation involving the expenditure of money shall may be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the City Commission or be authorized by any officer of the City, unless the Comptroller first certifies to the City Commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. The sum so certified shall hereafter will be considered appropriated until the City is discharged from the contract, agreement or obligation.~~
- The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

Rationale – Section 81

- Clean up legalese

Section 82—107 - Reserved.

Current Language

- Secs. 82—107. - Reserved.

Proposed Language

- No changes

Section 107A. - ~~Community redevelopment areas.~~ Reserved.

Current Language

- The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.

Proposed Language

- ~~The City of Fernandina Beach is prohibited from creating any more than two non-contiguous, community redevelopment areas (CRA), pursuant to F.S. ch. 163, part III. The City of Fernandina Beach is prohibited from creating any such CRA wherein the assessed value for ad valorem tax purposes of the real property contained within such CRA would exceed two percent (2%) of the total assessed value of all real property in the city at the time of creation of such CRA.~~
- Delete and reserve.

Rationale – Section 107A

- Remove restriction on potential funding mechanism for improvements

Sections 108—119 - Reserved.

Current Language

- Secs. 108—119. - Reserved.

Proposed Language

- No changes

Section 120 - ~~Salaries and compensation.~~

Reserved.

Current Language

- The city commission shall fix, by ordinance, the salary or compensation of the city attorney, the department heads, the city manager and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall be uniform for like services in each grade of the city service, as the same shall be graded or classified by the city manager, and approved by the city commission. All such salaries and rates of pay, with dates of employment and discharge, shall be immediately reported to the city clerk. All fees and moneys received or collected by officers and employees shall be immediately paid over to the city comptroller on the date of their receipt.

Proposed Language

- ~~The City Commission shall fix, by ordinance, the salary or compensation of the City Attorney, the department heads, the City Manager, City Clerk, and the city commission. The city manager shall fix the number and compensation of all other officers and employees. The salaries or compensation so fixed shall must be uniform for like services in each grade of the city service, as the same shall will be graded or classified by the City Manager, and approved by the City Commission. All such salaries and rates of pay, with dates of employment and discharge, shall must be immediately reported to the City Clerk. All fees and moneys received or collected by officers and employees shall must be immediately paid over to the city Comptroller on the date of their receipt.~~
- Delete and reserve.

Rationale – Section 120

- 1st sentence deleted for redundancy
- Moved to Sec. 30 for relevancy

Section 121 - Oath of office.

Current Language

- Every officer of the city shall, before entering upon the duties of his office, take and subscribe to an oath or affirmation to be filed and kept in the office of the city clerk, which oath shall be in the form prescribed for state officers by the Constitution of the State.

Proposed Language

- Every officer and employee of the City ~~shall~~ must, before entering upon the duties of ~~his office~~ employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which ~~oath~~ must be in compliance with state law and at a minimum be in the following form:

"I, , a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

Rationale – Section 121

- Clean up legalese
- Includes revised oath of office to include state law requirements, ethics language, and City's Comprehensive Plan

Section 122 - ~~Official bonds.~~ Reserved.

Current Language

- The city commission or city manager, in fixing the salary of any officer, clerk or employee shall determine whether or not such officer, clerk or employee shall give bond, and the amount thereof, which bond shall be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall be filed in the office of the city clerk.

Proposed Language

- ~~The City Commission or City Manager, in fixing the salary of any officer, clerk or employee shall determines whether or not such officer, clerk or employee shall may give bond, and the amount thereof, which bond shall must be procured from a regularly accredited surety company authorized to do business under the laws of Florida, the premiums on such bonds to be paid by the city. All such bonds shall must be filed in the office of the City Clerk.~~
- Delete and ~~reserve.~~

Rationale – Section 122

- Redundant to Sec. 59

Sections 123, 123A, 124 – Reserved.

Current Language

- Sec. 123. – Reserved.
- Sec. 123A. – Reserved.
- Sec. 124. – Reserved.

Proposed Language

- No changes

Section 125 - ~~Election arrangements; declaration of election results; appointment of inspectors.~~ Reserved.

Current Language

- The city commission shall make all necessary arrangements for holding all municipal elections, and shall declare the result thereof. Inspectors, poll workers and clerks of election shall be appointed by the city commission except that if the commission shall fail to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.

Proposed Language

- ~~The City Commission shall makes all necessary arrangements for holding all municipal elections, and shall declares the result thereof. Inspectors, poll workers and clerks of election shall be are appointed by the city commission except that if the commission shall fails to appoint them at least seven (7) days before the date of any election, the mayor may appoint them. In case of emergency, the mayor has the authority to appoint inspectors, poll workers and clerks of election.~~
- Delete and reserve.

Rationale – Section 125

- This process is done through the Nassau County Supervisor of Elections in conjunction with the City Clerk's office as covered by Sec. 47(c).

Sections 125A. - 135 - Reserved.

Current Language

- Secs. 125A—135. - Reserved.

Proposed Language

- No changes

Section 136 - Administrative investigations.

Current Language

- The city commission shall authorize investigations by resolution. The city commission shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated; and for such purpose shall have power to compel the attendance of witnesses and the production of books, papers, and other evidence; and for that purpose may issue subpoenas or attachments which shall be signed by the mayor or the city manager and shall be served by any officer authorized by law to serve such process. The authority making such investigation shall have power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; and shall also have power to punish as for contempt any person refusing to testify to any fact within his knowledge, or produce any book or papers under his control relating to the matter under investigation. Nothing in this section should be construed to limit the charter officers' ability to inquire into matters under their respective areas of responsibility.

Proposed Language

- (a) The City Commission ~~shall~~ may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, shall have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated, and For such purpose each shall have has the power to compel the attendance of witnesses, and the production of books, papers, and other evidence; and ~~for that purpose~~ may issue subpoenas or attachments which ~~shall~~ must be signed by the Mayor or the City Manager and ~~shall~~ must be served by any officer authorized by law to serve such process.
- (b) The authority making such investigation ~~shall have~~ has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths; ~~and shall also have~~ The authority has the power to punish as for contempt any person refusing to testify to any fact within ~~his~~ their knowledge, or produce any book or papers under ~~his~~ their control relating to the matter under investigation.
- (c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

Rationale – Section 136

- Clean up legalese
- Allowing Charter Officers and advisory boards administrative investigatory powers
- Clarifying that investigations require a majority vote by the Commission

Section 137 - Dedication of streets.

Current Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the city shall be deemed a public street or alley, under the care or control of the city, unless the dedication be accepted and confirmed by ordinance passed for such purpose.

Proposed Language

- No street or alley hereinafter dedicated to public use by the owner of any land within the City ~~shall~~ will be deemed a public street or alley, under the care or control of the City, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Rationale – Section 137

- Clean up legalese

Sections 138-140- Reserved.

Current Language

- Secs. 138—140. - Reserved.

Proposed Language

- No changes

Section 141 - ~~General laws of state to apply.~~ Initiatives. (1 of 2)

Current Language

- All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.

Proposed Language

- ~~All general laws of the state applicable to municipal corporations, now or which may hereafter be enacted, and which are not in conflict with the provisions of this Charter or with the ordinances and resolutions hereafter enacted by the city commission, shall be applicable to this city; provided, however, that nothing contained in this Charter shall be construed as limiting the power of the city commission to enact any ordinance or resolution not in conflict with the constitution of the state or with the express provisions of this Charter.~~
 - (a) Power to propose initiatives. The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.
 - (b) Commencement of proceedings. Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.
 - (c) Petitions.
 - (1) Number of signatures. Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.
 - (2) Form and content. All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation, the full text of the ordinance being proposed.
 - (3) Affidavit of circulator. When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

Section 141 - ~~General laws of state to apply.~~ Initiatives. (2 of 3)

Current Language.

Proposed Language.

(d) Procedure after filing.

(1) Certificate of City Clerk; amendment. Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) Commission review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) Court review; new petition. A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

Section 141 - ~~General laws of state to apply.~~ Initiatives. (3 of 3)

Current Language.

Proposed Language.

(e) Action on petitions.

- (1) Action by Commission. When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.
- (2) Submission to voters. The vote by the electorate of a proposed ordinance will be held at the next regular City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.
- (3) Withdrawal of petitions. An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) Results of election. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Rationale – Section 141

- Original language moved to Sec. 7b.
- Allows for citizens to petition for new ordinances (direct democracy provision)

Section 142 – ~~Reserved~~ Charter amendment and review.

Current Language

- Sec. 142. – Reserved.

Proposed Language.

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

Rationale – Section 142

- Clarifies for citizens how the Charter can be amended
- Requires regular review of Charter with the City Attorney responsible for overseeing the process

Section 143 - Savings clause.

Current Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Proposed Language

- If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same ~~shall not be held to~~ does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Rationale – Section 143

- Clean up legalese

Section 144 - When this Charter becomes effective.

Current Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the said City of Fernandina Beach voting at a special election to be held in the City of Fernandina Beach

Proposed Language

- The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the ~~said~~ City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

Rationale – Section 144

- Clean up legalese

Charter "Clean" Version

AS OF November 4, 2020

Section 1. Creation.

The City of Fernandina was first established in 1825, then later abolished and reincorporated in 1921 by the Florida Legislature. The Town of Fernandina Beach was established in 1949 by the Florida Legislature. The City of Fernandina and the Town of Fernandina Beach were consolidated as the City of Fernandina Beach on January 1, 1952 after referendum approval by voters.

Section 2. Reserved.

Section 3. Reserved.

Section 4. Reserved.

Section 5. Reserved.

Section 6. Boundaries.

That the following is the territory the inhabitants of which are hereby established and organized into a municipal corporation, and over which such municipality exercises its jurisdiction and powers in accordance with state law and City ordinances, to wit:

(a) *Original boundaries of the City.* Beginning at a point where the range line between Range Twenty-eight (28) East, and Range Twenty-nine (29) East intersects the southerly boundary of Egan's Creek; thence north, along the said range line, to a point on the low water mark of Cumberland Sound; thence easterly, along the said low water mark of Cumberland Sound, to a point on the low water mark of the Atlantic Ocean; thence southerly, along the said low water mark of the Atlantic Ocean, to a point on the southerly boundary of Section Ten (10), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty-nine degrees fifty-five minutes west (S89°55'W), along the southerly boundary of said Section Ten (10), a distance of five hundred eighty-three (583.0) feet, more or less, to a point at the southwest corner of said Section Ten (10), thence north seven degrees twenty-four minutes east (N7°24'E), along the westerly line of said Section Ten (10), a distance of one thousand seven hundred twenty-eight and three-tenths (1728.3) feet to a point at the northwest corner of said Section Ten (10) and on the south line of Section Eight (8), Township Two (2) North, Range Twenty-eight (28) East, said point being south eighty-five degrees fifty-three minutes west (S85°53'W) a distance of two hundred fifty and fourteen hundredths (250.14) feet from the southeast corner of said Section Eight (8); thence south eighty-five degrees fifty-three minutes west (S85°53'W), along the south line of said Section Eight (8), a distance of one thousand seventy-nine and six-tenths (1079.6) feet to a point; thence south eight degrees eighteen minutes west (S8°18'W) a distance of three thousand one hundred sixty-nine and eighty-eight hundredths (3169.88) feet to a point on the south line of Section Eleven (11), Township Two (2) North, Range Twenty-eight (28) East; thence south eighty degrees twenty-four minutes west (S80°24'W), along the south line of said Section Eleven (11), a distance of five thousand two hundred thirty-eight (5238.0) feet, more or less, to

a point at the southwest corner of said Section Eleven (11); thence in a northerly direction, along the west line of said Section Eleven (11) and the west line of Government Lots Four (4) and Three (3) in Section Six (6), Township Two (2) North, Range Twenty-eight (28) East, a distance of ten thousand seven hundred fifty (10,750.0) feet, more or less, to a point on the north line of said Section Six (6), said point being the southwest corner of Lot Sixty-six (66) of Ocean Breeze Farms Subdivision as recorded in Plat Book Two (2) at page nineteen (19) of the public records of said Nassau County, Florida; thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of said Section Six (6), a distance of four hundred nineteen and six-tenths (419.6) feet to a point at the southwest corner of Lot Ninety-nine (99); thence north one degree thirty-seven minutes east ($N1^{\circ}37'E$), along the west line of Lots Ninety-nine (99) and Sixty-five (65), a distance of five hundred eleven and five-tenths (511.5) feet to a point at the northwest corner of said Lot Sixty-five (65); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Lots Sixty-five (65) and Fifty-two (52), a distance of one thousand three hundred twenty (1320.0) feet to a point at the northeast corner of said Lot Fifty-two (52); thence south one degree thirty-seven minutes west ($S1^{\circ}37'W$), along the east line of Lots Fifty-two (52) and one hundred (100), a distance of five hundred eleven and five-tenths (511.5) feet to a point on the north line of said Section Six (6); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Sections Six (6) and Seven (7), Township Two (2) North, Range Twenty-eight (28) East, a distance of three thousand ninety-nine and twenty-seven hundredths (3099.27) feet to a point in the center of the south line of Lot One hundred five (105) of Ocean Breeze Farms Subdivision as recorded in Plat Book "O" at page fifty-nine (59) of the public records of said Nassau County, Florida; thence north one degree fifty-four minutes east ($N1^{\circ}54'E$), along the center line of Lot One hundred five (105) and Lot Six (6), a distance of three hundred forty-six and five-tenths (346.5) feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east ($N1^{\circ}37'E$), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east ($S88^{\circ}23'E$), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east ($S3^{\circ}18'E$), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east ($N85^{\circ}53'E$) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town

Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

(b) *Additions to City Boundaries.* Pursuant to Florida law, the City is permitted to annex additional properties in accordance with procedures established by state and local laws. The current boundary records are kept in the City Clerk's Office and are available for view upon request.

Section 7. Powers of City generally.

- (a) The City of Fernandina Beach has full power and authority to:
 - (1) Acquire, take, hold, control and dispose of property, real, personal and mixed, both within and without its corporate limits, for the use, benefit, welfare and best interest of the municipality, by acquisition, condemnation or otherwise;
 - (2) Issue and sell bonds upon its property both within and without its corporate limits, or the earnings thereof, or both;
 - (3) Adopt and enforce local police, sanitary and other similar regulations not in conflict with the laws of the state;
 - (4) Do whatever is necessary and proper for the safety, health, convenience and general welfare of its inhabitants;
 - (5) Exercise all other powers of local self-government; and
 - (6) Own and operate all utilities, both within its boundaries, and outside its boundaries, in order to serve the public health, safety and welfare.
- (b) The enumeration of particular powers by this Charter are not exclusive, but are some of the municipal home rule powers provided for by the Florida State Constitution and Laws of Florida, and there are other governmental, corporate and proprietary powers not enumerated in this Charter which may be exercised by the City to conduct municipal government, perform municipal functions and render municipal services (as set forth in Section 166.021, Fla. Stats.).

Section 8. Commission-manager plan (form) of government.

The form of government of the City of Fernandina Beach provided for under this Act is known as the "Commission-Manager Plan," and the Commission consists of five (5) citizens, who are elected at large in the manner provided in this Charter. The Commission constitutes the governing body with powers to pass ordinances, adopt resolutions and appoint a chief administrative officer to be known as the "City Manager," and to exercise all other powers provided in this Charter and under Florida law.

Section 9. Created; election by seats, number; term.

The City Commission prescribes the conduct, method, dates and manner of holding elections by ordinance. In matters on which the conduct of municipal elections can vary from the conduct of state elections, the City Commission may, by ordinance, adopt rules specific to municipal elections. All City elections are non-partisan.

- (a) There is hereby created a City Commission of the City of Fernandina Beach to consist of five (5) seats, elected at large by the qualified voters of the City of Fernandina Beach. The designation of seats is not used or construed to divide the City into Commission districts for purposes of qualification, election, or representation.
- (b) Members serve for a term of four (4) years or until their successors have been elected and take office. Seats 1, 2, and 3 were elected in 2020. Seats 4 and 5 were elected in 2018. Thereafter, all seats are elected every four (4) years for a term of four (4) years.
- (c) If there are no more than two (2) qualified candidates seeking the same seat, then the election for that seat will be held at the general election in conjunction with county, state, and federal elections. If there are more than two (2) qualified candidates seeking the same seat, then an initial election for that seat will be held at the primary election in conjunction with county, state and federal elections (the "Initial Election"). The two (2) candidates at the Initial Election who receive the highest number of votes for a seat will advance with the election for that seat to be held at the general election in conjunction with county, state, and federal elections. For each seat, the candidate receiving the majority vote in the general election is elected for that seat. No candidates can qualify for more than one (1) seat in any initial election or general election in any election year.
- (d) City initial and general elections are held every two (2) years in even numbered years and in conjunction with county, state and federal elections. The City Commission has the authority to call for special elections at any time on dates other than the City initial and general elections.

Section 10. Powers generally; dealing with administrative service through Charter Officers required; penalties for violations.

- (a) The Mayor and Commissioners must not, in any manner, dictate the appointment or removal of any City officers or employees whom a Charter Officer or any of the Charter Officer's subordinates are empowered to appoint, evaluate and supervise. City Commissioners must each complete an annual performance evaluation for each Charter Officer.
- (b) The Mayor and Commissioners deal with administrative service through the respective Charter Officer. The Mayor and Commissioners must not directly interfere with or direct the conduct of any employee in the discharge of prescribed duties. However, with the express permission of the respective Charter Officer, the Mayor and Commissioners may communicate directly with an employee.
- (c) Any violation of the provisions of this section by any member of the City Commission is, upon first offense, grounds for recognition and discussion by the Commission of the violation, any second offense within a Commissioner's term is grounds for sanction by the City Commission, and a third offense within the same Commissioner's term is grounds for forfeiture of the Commission seat by the offending Commissioner. Prior to forfeiture of a Commission seat, any Commissioner accused of violating this Section is entitled to a public hearing

conducted in accordance with the City's rules of procedure for quasi-judicial hearings as adopted by ordinance.

(d) Investigations or inquiries are conducted pursuant to Section 136 of this Charter.

Section 10A. Referendum required for sale of City-owned recreational facilities and no sale of conservation land.

- (a) A referendum election is required prior to the sale or lease for a period of more than 40 years of "recreational facilities" such as golf courses, swimming pools, and parks.
- (b) For a referendum election under this Section 10A, the City Commission must first adopt an ordinance by unanimous vote of the Commission to put a sale or lease of recreational facilities on a ballot for the voters, and the referendum must then pass by 70% of the voters in that referendum election.
- (c) "Conservation lands", including City-owned lands protected by conservation easements, must not be leased or sold by the City and are held by the City for the benefit of the public in perpetuity.
- (d) "Recreational facilities" and "conservation lands" are each defined in the City's Comprehensive Plan and generally mean lands or places with a Recreation or Conservation designation, respectively, on the City's Future Land Use Map of the City's Comprehensive Plan. Conservation lands may also include lands owned or leased by the City and protected by conservation easements.

Section 10B. Reserved.

Section 11. Qualifications of members; holding of more than one office not permitted; interest in profits of City contracts prohibited; filling vacancies.

- (a) The Commission is the judge of the election and qualification of its own members, subject to review by the courts. Members of the City Commission must be residents of the City and have the qualifications of electors. Officers and employees of the City may not hold more than one office in the City government of the City of Fernandina Beach, and must not be interested in the profits or emoluments of any contract work or service for the municipality, and any such contract in which any member is, or may become, interested must be declared void by the City Commission. City Commissioners are "public officers" under Ch. 112, Florida Statutes (Code of Ethics for Public Officers and Employees) and must abide by all of the ethical standards set forth in these statutes.
- (b) Any member of the City Commission ceasing to possess the foregoing qualifications, including violations of Ch. 112, Florida Statutes (state Code of Ethics), or who has been convicted of a felony is automatically suspended from office until the City Commission conducts a public hearing and issues a ruling regarding forfeiture of the Commissioner's seat. The public hearing must be conducted within ten (10) calendar days of a verified, written complaint or request for hearing submitted to the City Attorney. In addition, any member of the City Commission who misses three (3) regular meetings in a calendar year is automatically suspended from office until the City Commission conducts a hearing as set forth herein and issues a ruling regarding forfeiture of the Commissioner's seat. A hearing conducted pursuant to this Section must be conducted in accordance with the City's rules of procedure for quasi-judicial hearings, as adopted by resolution or ordinance.
- (c) Any vacancy in the City Commission must be filled until the next regular municipal election by vote of the remaining members of the City Commission; provided, that if such vacancy is not filled within thirty (30) days after it has occurred, appointment to fill the existing vacancy will be made by the Governor. Vacancies resulting from a recall election shall be filled as required by state law.

Section 12. Salary of members.

The Mayor and City Commissioners receive a salary as established by appropriate City ordinance.

Section 13. Limitation on successive terms in office.

The City Commissioners are limited to two (2) successive terms in office. No person is qualified for election or appointment to a vacancy upon the City Commission of the City of Fernandina Beach, Florida, unless at least three (3) years have elapsed since such person last held such office, if at that time such person completed two (2) successive and full terms.

Section 14. Reserved.**Section 15. Reserved.****Section 16. Mayor – When elected; procedure; term.**

- (a) The Mayor of the City will be elected by the voters by placement on the ballot as authorized in subsection (b) below and by receiving the highest number of votes for Mayor with such election to be held in conjunction with the regular election held for the purpose of electing City Commissioners.
- (b) Candidates for the mayoral election must consist of incumbent Commissioners who are not subject to reelection to the City Commission at that same election. Any eligible candidate wishing to be considered for the position of Mayor must request in writing, no later than the City Commission's deadline for qualifying for running for City Commission in the City general election, to be placed on the ballot.
- (c) The mayoral candidate on the ballot with the second highest number of votes in the mayoral election must be appointed to the Vice-Mayor position.
- (d) On the occasion that only one incumbent City Commissioner should choose to be on the mayoral ballot, there is no need for the mayoral election, and the one mayoral candidate must be appointed to the position of Mayor at the City Commission's annual organizational meeting. The City Commission may choose any City Commissioner not appointed as the Mayor to be the Vice-Mayor, including newly-elected Commissioners. If no incumbent City Commissioner chooses to be on the mayoral ballot, the City Commission must vote to appoint one of the Commissioners to serve as Mayor and one Commissioner to serve as Vice-Mayor, and newly-elected Commissioners may be considered.
- (e) The Mayor and Vice-Mayor each serve a term of two (2) years to coincide with the municipal general election.
- (f) The existing Mayor and Vice-Mayor will serve until the organizational meeting following the next regular general election held by the City.

Section 17. Functions and powers of the Mayor.

The powers and duties of the Mayor are set forth in this Charter.

- (a) The Mayor has a voice and a vote in the proceedings of the Commission but no veto power;
- (b) The Mayor does not exercise any administrative power, unless specifically set forth in this Charter;
- (c) The Mayor presides at all meetings of the Commission and performs such other duties consistent with the office, including but not limited to ensuring that every Commissioner completes an annual performance evaluation for each Charter Officer. The Mayor may use the title of Mayor in the execution of legal instruments or when required by the general or special laws of the state; and

- (d) The Mayor is the official head of the City for the purpose of serving civil processes and for all ceremonial purposes.

Section 18. Reserved.

Section 19. Reserved.

Section 20. Reserved.

Section 21. Adoption and enactment of municipal ordinances and resolutions; quorum for City Commission.

- (a) The adoption of ordinances and resolutions must be in compliance with Section 166.041, Florida Statutes, or such other section in Florida Statutes pertaining to the adoption of municipal ordinances or resolutions, as the same may be amended from time to time.
- (b) A majority of the members of the City Commission constitutes a quorum. Except as otherwise required by this Charter, an affirmative vote of at least three City Commissioners is necessary to enact any ordinance or resolution. A supermajority of the City Commission is required to enact an emergency ordinance. In case of a serious medical condition, as provided by Florida law, a Commissioner may be permitted to vote in real time by communication media technology instead of being physically present. On final passage, the vote of each member of the City Commission voting must be entered on the official record of the meeting. All ordinances or resolutions passed by the City Commission become effective ten (10) days after passage or as otherwise provided therein.
- (c) Every ordinance or resolution shall, upon its final passage, be recorded in a book kept for that purpose and must be signed by the presiding officer and the City Clerk.

Section 22. Boards

The City Commission may at any time appoint an advisory board or committee, on a standing or ad hoc basis, composed of residents of the City of Fernandina Beach qualified to act in an advisory capacity to the City Commission or the City Manager, with respect to the conduct and management of any property or institutions or the exercises of any public functions of the City. The members of any such board or committee serve without compensation for the time fixed in their appointment or at the pleasure of the Commission, and their duties are to consult and advise with municipal officers and make written recommendations, which then become part of the records of the City.

Section 23. Reserved.

Section 24. Reserved.

Section 25. City Manager appointment; tenure; tenure of office; qualifications.

The City Commission must appoint a City Manager who is the administrative head of the municipal government under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Manager must be chosen solely on the basis of executive and administrative qualifications without regard to political belief, and need not be a resident of the City or state at the time of appointment; however, not later than 90 days after executing the Oath of Office, the City Manager must become a resident of the City. The City Manager must have prior management experience, and the Commission must consider more than one (1) qualified candidate for City Manager. The City Manager must be a member in good standing of a professional organization such as the International City/County Management Association prior to appointment or within six (6) months after appointment. The City Commission will establish an appropriate contract for the City Manager, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. The City Manager may also be deemed to be a regular employee of the City, and the

employment conditions, compensation, benefits and other terms may be set by the City Commission through ordinance, resolution or policy.

Section 26. Reserved.

Section 27. Reserved.

Section 28. Reserved.

Section 29. Powers and duties enumerated.

The City Manager is responsible to the City Commission for the proper administration of all affairs of the City, and to that end has the following powers and duties:

- (a) To see that the laws and ordinances are enforced;
- (b) Except as hereinafter specifically provided, to appoint and remove all subordinate officers and employees of the City; all appointments to be made upon merit and fitness alone;
- (c) To exercise control and direct supervision over departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, including setting the compensation for officers and employees;
- (d) To see that all terms and conditions imposed in favor of the City or its inhabitants in any contract are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;
- (e) To attend all meetings of the City Commission, and of its committees, with right to take part in the discussions, but without having a vote;
- (f) To recommend to the Commission for adoption such measures as deemed necessary or expedient in the interests of the City;
- (g) To keep the City Commission fully advised as to the financial condition and needs of the City and to submit for its consideration an annual budget and five-year capital improvement plan;
- (h) To be responsible for the procurement, sale of surplus, management, payment, and contract compliance for all supplies, services, and construction contracts, including any Federal, State, or other grant funded activity, at the direction of the City Commission and in accordance with all applicable City, State, or Federal laws and regulations; and
- (i) To designate a City Manager pro tem to be approved by the City Commission to serve in case of absence or disability of the City Manager.

Section 30. Salaries and compensation.

The City Manager fixes the number and compensation of all other officers and employees. The salaries or compensation must be uniform for like services in each grade of the City service, as the same will be graded or classified by the City Manager, and approved by the City Commission. All salaries and rates of pay, with dates of employment and discharge, must be immediately reported to the City Clerk. All fees and money received or collected by officers and employees must be immediately paid over to the City Comptroller on the date of their receipt.

Section 31. City Attorney tenure of office; qualifications; appointment and duties; attorney pro tem.

(a) The City Commission must appoint a City Attorney, who acts as the legal advisor to and attorney and counselor for the municipality and all of its officers in matters relating to their official duties. The City Attorney serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Attorney must be chosen on the basis of legal and administrative qualifications. The City Commission must establish an appropriate contract for the City Attorney, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission must designate a properly qualified person to temporarily execute the functions of the office. The City

Attorney must be a lawyer admitted to and having authority to practice in all courts of the state, including circuit and district appellate courts of Florida. The City Attorney must also be admitted to practice in the federal Middle District of Florida court and the 11th Circuit Appeals court or be admitted within six months of taking the Oath of Office. It is preferred that the City Attorney be board certified in City, County and Local Government Law by the Florida Bar Association.

(b) The City Commission must establish an appropriate contract for the City Attorney, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate. During the absence or disability of the City Attorney, the City Commission must designate a properly qualified person to temporarily execute the functions of the office.

(c) Powers and duties enumerated. The City Attorney is responsible to the City Commission for the proper administration of all affairs of the City assigned to the office of the City Attorney and to that end, the City Attorney's duties and powers are the following:

- 1) Prepare all contracts, bonds and other instruments in writing in which the municipality is concerned, and endorses on each the City Attorney's approval;
- 2) Take such action required to avoid default judgment against the City in any litigation and must obtain authorization by resolution to prosecute and defend all causes of action, lawsuits and claims in which the City is a party. The City Attorney must review with the City Commission at the next regular meeting when any action to avoid default has been taken by the City Attorney;
- 3) Provide opinions of law relating to the activities of the City, the City Commission, the City Manager and City Clerk, upon request; and the direct employees of the City Attorney in the office of the City Attorney report to the City Attorney. The City Attorney has the authority to hire, direct, promote and terminate the employees in the City Attorney's Office, notwithstanding Section 29(b) herein; and
- 4) For the purpose of serving during the absence or disability of the City Attorney, the City Attorney must propose a list of qualified attorneys for approval by the City Commission from which the City Commission may choose a City Attorney pro tem.

Section 32. Reserved.

Section 33. Reserved.

Section 34. Reserved.

Section 35. Reserved.

Section 36. Reserved.

Section 37. Reserved.

Section 38. Reserved.

Section 39. Reserved.

Section 40. Reserved.

Section 41. Police department – Composition; authority of chief.

The police department of the City of Fernandina Beach consists of a chief of police and as many subordinate officers, and employees as the City Commission determines by ordinance. The chief of police has exclusive control of the stationing and transfer of all officers and employees constituting the

police department, subject to the approval of the City Manager and under such rules and regulations as the City Commission may prescribe or as may be prescribed by the ordinances of the City. In case of riot, conflagration or like emergency, the City Manager may appoint additional police personnel for temporary service. A referendum election is required prior to the City dissolving the police department of the City or contracting out law enforcement services to another agency.

Section 42. Reserved.

Section 43. Reserved.

Section 44. Fire department; composition; authority of chief.

The fire department of the City consists of a chief and as many subordinate officers, firefighter/rescue personnel and employees as the City Commission, by ordinance, determines. The fire chief has exclusive control of the stationing and transfer of all firefighter/rescue personnel and other officers and employees of the fire department subject to such rules and regulations as may be prescribed by the City Manager or by ordinance of the City; the fire chief has exclusive management and control of such officers and employees as may be employed in the administration of the affairs of the force. In case of riot, conflagration or like emergency, the City Manager may appoint additional firefighter/rescue personnel for temporary service. A referendum election is required prior to the City dissolving the fire department of the City or contracting out fire/rescue services to another agency.

Section 45. Reserved.

Section 46. Reserved.

Section 47. City Clerk appointment and qualifications; powers and duties enumerated; and City Clerk pro tem.

(a) The City Commission must appoint a City Clerk, who serves under the direction and supervision of the City Commission and holds office at the pleasure of the City Commission. The City Clerk must be chosen on the basis of administrative qualifications. The City Clerk must be a member in good standing of a professional organization such as the Florida Association of City Clerks. The City Commission must establish an appropriate contract for the City Clerk, which contains the employment conditions, compensation, benefits and such other terms as may be appropriate.

(b) The City Clerk is responsible to the City Commission for proper administration of all affairs of the City assigned to the office of the City Clerk and to that end, the City Clerk's duties and powers are the following:

- 1) Attend all meetings of the City Commission and keep a journal of its proceedings, the correctness of which proceedings as entered in such journal must be certified to after each meeting by the signature of the City Clerk and by the signature of the presiding officer of the City Commission. Additionally, a journal must be maintained of the proceedings of all boards and committees required by the City Commission;
- 2) Is the custodian of the seal of the City;
- 3) Conduct municipal elections exercising authority not reserved to county constitutional officers; however all such authority and responsibility to conduct municipal elections, either special or general municipal elections, may be contracted out to the Nassau County Supervisor of Elections, as determined by the City Commission from time to time;
- 4) Countersign all checks and review outgoing checks to determine compliance with the City's established Purchasing Policy and Procedures;
- 5) Serve as legal custodian of all City records including but not limited to, all contracts, deeds, abstracts, title insurance policies and other official documents;
- 6) Authenticate all ordinances, resolutions and transcripts of legislative functions;

- 7) Publish all public notices required by the City Commission or by law;
- 8) Prepare all awards, proclamations, certificates and other formal Documentation by the City Commission;
- 9) Notify the City Commission of all vacancies on boards or committees established by the City Commission;
- 10) File all liens, satisfactions and releases as authorized by the Mayor or City Manager;
- 11) Serve as notary public on behalf of the City and attest all City documents as required;
- 12) The direct employees of the City Clerk in the office of the City Clerk report to the City Clerk. The City Clerk has the authority to hire, direct, promote and terminate the employees in the City Clerk's office, notwithstanding Section 29(b) herein;
- 13) Maintain City records of annexations and the official City boundaries, as they may be amended from time to time; and
- 14) For the purpose of serving during the absence or disability of the City Clerk, a City Clerk pro tem must be proposed for approval by the City Commission.

Section 48. Reserved.

Section 49. Reserved.

Section 50. Reserved.

Section 51. Reserved.

Section 52. Reserved.

Section 53. Reserved.

Section 54. Reserved.

Section 55. Reserved.

Section 56. Reserved.

Section 57. Reserved.

Section 58. Department of Finance established.

There is established a department of Finance, which is headed by a City Comptroller, under the supervision of the City Manager. The City Comptroller must be a Certified Public Accountant (CPA) or have the same training and qualifications as a CPA. The Comptroller must be a member in good standing of the Florida Government Finance Officers Association within six (6) months of starting employment with the City. The City Comptroller is the custodian of all funds of the City and keeps, preserves, reconciles, records, invests and deposits all funds of whatever kind in a legally authorized manner in accordance with the guidelines of the Governmental Accounting Standards Board, as established by the State of Florida and any established policies and procedures of the City.

Section 59. Liability Insurance.

The City Comptroller must have professional liability to protect the City.

Section 60. Collection of interest on investments or deposits.

All money due as interest upon investments or deposits is collected by the City Comptroller and placed to the credit of the City, and any and all bonds and securities taken for investments and deposits are held by the City Comptroller for safe keeping for the benefit of the City. The Comptroller must propose sound, written investment policies which are approved by the City Commission.

Section 61. Reserved.

Section 62. Payment of money; procedure.

The City Comptroller issues checks to be paid from City funds only in accordance with established procedures, which procedures must be reviewed and approved by the City Manager and City Commission. The checks of the City may carry electronic signatures. In a declared emergency, the persons authorized to sign on behalf of the City must be established by resolution.

Section 63. Reserved.

Section 64. Financial Report; submission to Commission monthly.

At a regular City Commission meeting, the City Comptroller will submit monthly to the City Commission through the City Manager, a detailed report of the financial status of the City funds. The City Comptroller, or designee, will also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the Commission. In addition, the City Comptroller must schedule an annual financial audit of accounts and records by an independent certified public accountant in accordance with state law.

Section 65. Reserved.

Section 66. Reserved.

Section 67. Reserved.

Section 68. Reserved.

Section 69. Reserved.

Section 70. Reserved.

Section 71. Annual estimate of expenditures and revenues for forthcoming year; submission to City Commission by City Manager.

- a) In accordance with Section 29(g), the City Manager sets forth an estimate of the expenditures and revenues of the City for the upcoming fiscal year. The estimate of expenditures and revenues must be submitted in compliance with the procedures set forth in the laws of Florida.
- b) The estimates, budget and 5-year capital improvement plan constituting the recommendation of the City Manager as to the amounts necessary to be appropriated for the ensuing fiscal year must be supported with information giving the reasons therefore in such detail as may be necessary to afford the City Commission a comprehensive understanding of the needs and requirements of the various departments and divisions of the City government for the ensuing fiscal year.

Section 72. Reserved.

Section 73. Reserved.

Section 74. Transfer of funds.

Upon request of the City Manager, the City Commission may authorize a budget amendment or budget transfer by resolution. The City Manager is authorized to transfer funds within the same department or division in such maximum amounts as established by ordinance or resolution from time to time;

provided, however, this authorization does not extend to any funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund.

Section 75. Limitation on appropriations.

At the close of each fiscal year the unencumbered balance of each appropriation reverts to the respective fund from which it was appropriated and is subject to future appropriation. Any accruing revenue of the City not appropriated and any balance at any time remaining after the purpose of the appropriation has been satisfied or abandoned may from time to time be appropriated by the City Commission to such use as will not conflict with any uses for which specifically such revenues accrued. No money may be drawn from the treasury of the City, nor any obligation for the expenditure of the money be incurred, except pursuant to the appropriation made by the City Commission. No funds received for or maintained in the Fernandina Beach Land Conservation Trust Fund may be appropriated for or applied to any expenditure for any purpose other than those set forth in the Fernandina Beach Land Conservation Program.

Section 76. Reserved.

Section 77. Reserved.

Section 78. Reserved.

Section 79. Fees.

- (a) Pursuant to the laws of the State of Florida, the City may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.
- (b) Pursuant to and in compliance with the laws of the State of Florida, the City may impose, by taxation and licenses or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by law.

Section 80. Reserved.

Section 81. Comptroller Certification of funds for contracts, obligations, etc.

The Comptroller must certify to the City and the City Commission that money to be expended for an obligation, such as a contract, is contained in the City account from which it is to be drawn and not appropriated for any other purpose prior to any action being taken by the City Commission or any City employee that commits the City to incur the obligation.

Section 82-107. Reserved.

Section 107A. Reserved.

Section 108-119. Reserved.

Section 120. Reserved.

Section 121. Oath of office.

Every officer and employee of the City must, before entering upon the duties of employment or office, take and subscribe to an oath or affirmation to be filed and kept in the office of the City Clerk, which must be in compliance with state law and at a minimum be in the following form:

"I, _____, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of the City of Fernandina Beach and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitutions of the United States and of the State of Florida, and I will in all respects observe and implement the laws of the State of Florida and the laws, and policies of the City of Fernandina Beach, including without limitation, the City's Comprehensive Plan and the standards of conduct prescribed by the Florida Code of Ethics for Public Officers and Employees. I further promise to fairly and honestly use my position to support the best interests of the citizens of Fernandina Beach."

Section 122. Reserved.

Section 123. Reserved.

Section 123A. Reserved.

Section 124. Reserved.

Section 125. Reserved.

Section 125A-135. Reserved.

Section 136. Administrative investigations.

- (a) The City Commission may by majority vote authorize investigations by resolution. The City Commission, Charter Officers and members of City Commission appointed boards, have the power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated. For such purpose each has the power to compel the attendance of witnesses and the production of books, papers, and other evidence; and may issue subpoenas or attachments which must be signed by the Mayor or the City Manager and must be served by any officer authorized by law to serve such process.
- (b) The authority making such investigation has the power to cause the testimony to be given under oath, such oath to be administered by some officer having authority under the law of the state to administer oaths. The authority has the power to punish as for contempt any person refusing to testify to any fact within their knowledge, or produce any book or papers under their control relating to the matter under investigation.
- (c) Nothing in this section should be construed to limit the Charter Officers' ability to inquire into matters under their respective areas of responsibility.

Section 137. Dedication of streets.

No street or alley hereinafter dedicated to public use by the owner of any land within the City will be deemed a public street or alley, under the care or control of the City, unless the dedication be accepted and confirmed by ordinance or resolution passed for such purpose.

Section 138-140. Reserved.

Section 141. Initiatives.

(a) *Power to propose initiatives.* The registered voters of the City have the power to propose ordinances (which can include amending existing ordinances) to the City Commission provided that such power

does not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees. If the City Commission fails to adopt the proposed ordinance without any change in substance, the voters have the power to adopt or reject it at a City election.

(b) *Commencement of proceedings.* Any five (5) registered voters may commence an initiative proceeding by filing an affidavit with the City Clerk stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance to be voted upon. Promptly after the affidavit of the petitioners' committee is filed, the City Clerk will, at the committee's request and expense, issue the appropriate petition blanks to the petitioners' committee.

(c) *Petitions.*

(1) *Number of signatures.* Initiative petitions must be signed by registered voters of the City equal in number to at least ten (10) percent of the total number of qualified voters registered to vote in the last regular City election.

(2) *Form and content.* All papers of a petition must be uniform in size and style and assembled as one instrument for filing. Each signature must be executed by hand in ink or indelible pencil and shall be followed by the address of the person signing. Petitions must contain or have attached thereto throughout their circulation the full text of the ordinance being proposed.

(3) *Affidavit of circulator.* When filed, each paper of a petition must have attached to it an affidavit executed by its circulator stating that the circulator personally circulated the paper, giving the number of signatures thereon, and stating that all the signatures were affixed in the circulator's presence, that the circulator believes them to be genuine signatures of the persons whose names they purport to be, and that each signer had an opportunity before signing to read the full text of the ordinance being proposed.

(d) *Procedure after filing.*

(1) *Certificate of City Clerk; amendment.* Within twenty (20) days after the petition is filed, the City Clerk will complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and promptly send a copy of the certificate to the petitioners' committee by registered mail. The only grounds for insufficiency are failure to comply with subsection (c) of this section. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the City Clerk within two (2) days after receiving the copy of the City Clerk's certificate and files a supplementary petition with additional signatures within ten (10) days after receiving the copy of such certificate. The supplementary petition must comply with the requirements of paragraphs (2) and (3) of subsection (c) above and within five (5) days after it is filed, the City Clerk will complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request City Commission review under paragraph (2) below within the time required, the City Clerk will promptly present their certificate to the City Commission and the certificate will then be a final determination as to the sufficiency of the petition. The City Clerk will be paid by the petitioners' committee any amount charged by the Nassau County Supervisor of Elections for verification of the names on the petition.

(2) *Commission review.* If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it, or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be

reviewed by the City Commission. The City Commission will review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the City Commission's determination is then the final determination as to the sufficiency of the petition.

(3) *Court review; new petition.* A final determination as to the sufficiency of a petition will be subject to court review. A final determination of insufficiency, even if sustained upon court review, does not prejudice the filing of a new petition for the same purpose.

(e) *Action on petitions.*

1) *Action by Commission.* When an initiative petition has been finally determined sufficient, the City Commission will promptly consider the proposed initiative ordinance. If the City Commission fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days after the date the petition was determined sufficient, the Commission will submit the proposed ordinance to the voters of the City.

2) *Submission to voters.* The vote by the electorate of a proposed ordinance will be held at the next regular City election, but not less than ninety (90) days from the date that the petition was determined sufficient. The City Commission in its discretion may provide for a special election at an earlier date than the next regular election provided that the date of the special election is at least ninety (90) days after the date that the petition was determined sufficient. Copies of the proposed ordinance will be made available at the polls.

3) *Withdrawal of petitions.* An initiative petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the City by filing with the City Clerk a request for withdrawal signed by at least four (4) members of the petitioners' committee. Upon the filing of such request, the petition has no further force or effect and all proceedings thereon are terminated.

(f) *Results of election.* If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, the ordinance is considered adopted upon certification of the election results and will be treated in all respects in the same manner as ordinances of the same kind adopted by the City Commission; provided, however, that the same shall not be amended or repealed except by a vote of a supermajority of the Commission. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

Section 142. Charter amendment and review.

- (a) This Charter may be amended by either (1) ordinance proposed and adopted by the City Commission or (2) petition proposed and signed by at least 10 percent of the total number of qualified voters registered to vote in the last regular City election; in each case, in accordance with Florida Statute 166.031
- (b) Beginning in 2027, and at least once every eight (8) years thereafter, the City Commission must appoint a Charter Review Committee, of not less than seven (7) members from the City electors to review the City Charter and propose to the City Commission any amendments or revisions, which may be advisable for placement on the election ballot. The City Attorney is responsible for supporting such committee with staff and legal advice.

Section 143. Savings clause.

If any section or part of a section of this Charter proves to be invalid or unconstitutional, the same does not invalidate or impair the validity, force, or effect of any other section or part of a section of this Charter, unless it clearly appears that such other section or part of a section is wholly or necessarily dependent for its operation upon the section or part of a section so held to be unconstitutional or invalid.

Section 144. When this Charter becomes effective.

The foregoing sections of this Charter shall take effect upon their ratification by a majority vote of the qualified electors of the City of Fernandina Beach voting at a special or general election to be held in the City of Fernandina Beach.

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for Tuesday, January 19, 2021, at 6:00 PM in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2020-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER; AMENDING SECTION 1 TO REFLECT ACCURATE HISTORY OF THE CREATION OF THE CITY OF FERNANDINA BEACH; AMENDING SECTION 9 TO CHANGE "GROUP" TO "SEAT" FOR CITY COMMISSIONERS; AMENDING SECTION 10 TO REQUIRE CITY COMMISSIONERS TO COMPLETE ANNUAL PERFORMANCE EVALUATIONS FOR CHARTER OFFICERS AND TO INCLUDE PENALTIES FOR COMMISSIONERS INTERFERING WITH ADMINISTRATIVE SERVICE; AMENDING SECTION 11 BY ADDRESSING COMMISSIONER ABSENCES AND VACANCIES, INCORPORATING STATE CODE OF ETHICS FOR COMMISSIONERS AND PROVIDING DUE PROCESS PRIOR TO FORFEITURE OF COMMISSION SEAT FOR VIOLATIONS OF RULES; AMENDING SECTION 16 BY CHANGING STRAW BALLOT VOTE FOR MAYOR TO BINDING VOTE OF THE PEOPLE FOR MAYOR, REQUIRING THAT MAYORAL CANDIDATE WITH SECOND HIGHEST VOTES BE ELECTED AS VICE MAYOR; AMENDING SECTION 17 BY MAKING MAYOR RESPONSIBLE FOR COMMISSIONERS' COMPLETION OF CHARTER OFFICER EVALUATIONS; AMENDING SECTION 21 BY INCLUDING A PROVISION TO ALLOW COMMISSIONERS TO ATTEND MEETINGS USING COMMUNICATION TECHNOLOGY DUE TO A SERIOUS MEDICAL CONDITION IN COMPLIANCE WITH STATE LAW; AMENDING SECTION 25 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY MANAGER, INCREASING THE TIME FOR NEW CITY MANAGER TO BECOME CITY RESIDENT FROM THIRTY TO NINETY DAYS AND REQUIRING DESIGNATION OF CITY MANAGER PRO TEM; AMENDING SECTION 31 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY ATTORNEY AND REQUIRING THAT THE CITY ATTORNEY PROVIDE A LIST OF QUALIFIED ATTORNEYS FOR CONSIDERATION BY THE CITY COMMISSION FOR CITY ATTORNEY PRO TEM; AMENDING SECTION 41 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE POLICE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 44 BY PROVIDING THAT A REFERENDUM VOTE OF THE PEOPLE IS REQUIRED BEFORE THE FIRE DEPARTMENT CAN BE DISSOLVED; AMENDING SECTION 47 BY INCLUDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR CITY CLERK AND REQUIRING DESIGNATION OF CITY CLERK PRO TEM; AMENDING SECTIONS 58 AND 60 BY PROVIDING MINIMUM PROFESSIONAL QUALIFICATIONS FOR COMPTROLLER AND REQUIRING COMPTROLLER TO PROPOSE SOUND, WRITTEN INVESTMENT POLICIES FOR APPROVAL BY COMMISSION; AMENDING SECTION 64 BY REQUIRING COMPTROLLER TO SCHEDULE ANNUAL FINANCIAL AUDIT BY INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT; AMENDING SECTIONS 74 AND 75 BY PROHIBITING TRANSFER OF FUNDS OUT OF CONSERVATION TRUST FUND TO BE USED FOR ANY OTHER PURPOSE BESIDES CONSERVATION; REPEALING SECTION 107A TO REMOVE RESTRICTIONS ON COMMUNITY REDEVELOPMENT AREAS (CRA's); AMENDING SECTION 121 BY PROVIDING AN OATH OF OFFICE IN COMPLIANCE WITH STATE LAW INCLUDING FLORIDA CODE OF ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES; AMENDING SECTION 136 PROVIDING THAT BY MAJORITY VOTE, CITY COMMISSIONERS, CHARTER OFFICERS AND MEMBERS OF APPOINTED CITY BOARDS MAY REQUEST THAT THE CITY COMMISSION INVESTIGATE A DEPARTMENT, OFFICER OR EMPLOYEE; CREATING SECTION 141 PROVIDING FOR CITIZEN INITIATIVES TO PROPOSE OR AMEND CITY ORDINANCES AND PROVIDING FOR AN INITIATIVE PROCESS; AMENDING RESERVED SECTION 142 TO REQUIRE THE CHARTER TO BE REVIEWED EVERY EIGHT YEARS BY A CHARTER REVIEW COMMITTEE MADE UP OF CITY RESIDENTS; AMENDING SECTIONS 6-8, 12-13, 22, 29-30, 59, 62, 71, 79, 137, 143, AND 144 TO CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING; REPEALING SECTIONS 10b, 14-15, 20, 32-33, 45, 61, 69, 72, 78, 120, 122 AND 125 TO BE CONSISTENT WITH STATE LAW AND/OR INCORPORATING SECTIONS INTO OTHER EXISTING SECTIONS; SCHEDULING A REFERENDUM MAIL BALLOT ELECTION ON OR BEFORE JUNE 15, 2021; 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.

January 6, 2021 Newsleader Edition

March 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, March 21, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-05

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.

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

For information, please contact the Staff of the City Clerk's Office, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday, (904) 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Resolution 2023-68
Facilities Use Agreements - Nassau County Supervisor of Elections Office

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-68.

SYNOPSIS: The City of Fernandina Beach, in concert with the Nassau County Supervisor of Elections Office, conducts General Elections and Runoff Elections in even-numbered years.

The Facilities Use Agreements, attached hereto as Exhibit A and Exhibit B, enable the Nassau County Supervisor of Elections Office to conduct 2024 Primary Election, General Election and Runoff Election activities in compliance with Florida Statute and Interlocal Agreement, at the Atlantic Avenue Recreation Center and the Dr. Martin Luther King, Jr. Recreation Center.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-68.

Catherine Vorrasi, Parks and Recreation Director	4/10/2023
Katie Newton, Legal Assistant	4/19/2023
Agnes White, Administrative Services Manager	4/19/2023
Charles George, Interim City Manager	4/19/2023
Tammi E. Bach, City Attorney	4/25/2023

Date: April 04, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Adopt

RESOLUTION 2023-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING FACILITIES USE AGREEMENTS WITH THE NASSAU COUNTY SUPERVISOR OF ELECTIONS OFFICE FOR USE OF THE ATLANTIC AVENUE RECREATION CENTER AND THE DR. MARTIN LUTHER KING, JR. RECREATION CENTER TO CONDUCT 2024 PRIMARY ELECTION, GENERAL ELECTION AND RUNOFF ELECTION ACTIVITIES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach, in concert with the Nassau County Supervisor of Elections Office, conducts General Elections and Runoff Elections in even-numbered years; and

WHEREAS, the Facilities Use Agreements, attached hereto as Exhibit A and Exhibit B, enable the Nassau County Supervisor of Elections Office to conduct 2024 Primary Election, General Election and Runoff Election activities in compliance with Florida Statute and Interlocal Agreement, at the Atlantic Avenue Recreation Center and the Dr. Martin Luther King, Jr. Recreation Center.

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

SECTION 1. The City Commission hereby approves the Facilities Use Agreements, to conduct 2024 Primary Election, General Election and Runoff Election activities at the Atlantic Avenue Recreation Center: Exhibit A and the Dr. Martin Luther King, Jr. Recreation Center: Exhibit B.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute said agreements, upon review and approval by the City Attorney.

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

ADOPTED this 2nd day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 2nd day of May, 2023, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and the Nassau County Supervisor of Elections Office, whose address is 96135 Nassau Place, Suite 3, Yulee, FL, 32097 (herein called "USER").

WHEREAS, CITY owns, controls, and operates that certain public facility known as the **Atlantic Avenue Recreation Center**, located at 2500 Atlantic Avenue, Fernandina Beach, FL 32034 (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY as an Early Voting and Election Day polling location for the electorate of Nassau County, Florida, for a term effective January 1, 2024, through December 31, 2024. "Election Day" means a day established for the election of public officials and ballot measures.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting Elections during the following periods only:

Presidential Preference Primary Election: March 2, 2024 – March 21, 2024

Primary Election: August 3, 2024 – August 22, 2024

General Election: October 19, 2024 – November 7, 2024

Any special elections that may be required by Florida Statute or Court Order

2. USER will set up and use the FACILITY on a continuous basis during this period. Use of the facility includes:
 - a. Access to the premises between the hours of 6:00 a.m. and 9:00 p.m. during Early Voting and on Election Day. Should polling hours be extended by the Governor of Florida, or Court Order, for any election, the CITY agrees to provide use of the facility beyond the normal voting hours.
 - b. Use of the parking lot on the premises and CITY agrees to provide as many parking spaces as possible to allow maximum parking for the voters and election workers.
 - c. Reasonable access to the premises prior to Election Day for delivery of supplies or equipment and following Election Days to obtain supplies or equipment, which access will be coordinated in advance between CITY and USER.
 - d. Accommodation of the required configuration of the voting room and designated drop box area, including the rearrangement of the space, such as allowing extra tables, chairs, and/or other objects to be stored out of the way.
 - e. Use of polling room kitchen amenities (if available) and restrooms to the election workers.

- f. CITY to arrange for the HVAC and lighting to be extended to cover the entire time election equipment is on premises.
 - g. Placement of election signage specific for the needs of the polling location at/on the location during Early Voting and on Election Day.
 - h. If the premises are monitored by a security system, CITY acknowledges and agrees that during Early Voting and on Election Day, from 6:00 a.m. to 9:00 p.m., any security cameras located in a polling room will be covered such that the polling room is not being recorded during this time, pursuant to F.S. 102.031(5).
 - i. CITY agrees to permit photographs taken by Election Officials prior to and on Election Day to be included in but not limited to, newsletters and publications generated by the Elections Office and/or the Nassau County Elections Office website.
 - j. CITY agrees to allow USER to perform minor modifications and enhancements to the polling site to ensure complete access to voters with disabilities and to comply with the requirements of the Americans with Disabilities Act. These enhancements will be made with prior knowledge and approval of the CITY.
3. USER may use the FACILITY on the dates above at no cost. USER is responsible for providing at USER's expense, any equipment or supplies needed for USER's operations that are not available on the premises.
4. As condition to USER's right to use the facilities herein, USER agrees to and will comply with the following:
 - a. USER will not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER must have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER will not interfere with emergency operations of CITY.
 - d. USER must keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - f. USER will not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
5. That each is governed by the limitations and provisions of Title IX, Florida Statutes, and nothing herein limits, waives, or alters each party's sovereign immunity.
6. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above.
7. The addresses for giving notices are as follows:

USER: Nassau County Supervisor of Elections Office
 Attn: Supervisor of Elections
 96135 Nassau Place, Suite 3
 Yulee, FL 32097

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

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

USER: NASSAU COUNTY
SUPERVISOR OF ELECTIONS

CITY OF FERNANDINA BEACH

By: _____
Supervisor of Elections Janet H. Adkins

By: _____
Interim City Manager

By: _____
City Clerk Caroline Best

Approved as to Form & Legality:

A handwritten signature in blue ink, appearing to be 'JEBR', is written over a horizontal line.

City Attorney Tammi E. Bach

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 2nd day of May, 2023, by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Nassau County Supervisor of Elections Office, whose address is 96135 Nassau Place, Suite 3, Yulee, FL, 32097 (herein called "USER").

WHEREAS, CITY owns, controls, and operates that certain public facility known as the **Dr. Martin Luther King, Jr. Recreation Center**, located at 1200 Elm Street, Fernandina Beach, FL 32034 (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY as an Election Day polling location for the electorate of Nassau County, Florida, for a term effective January 1, 2024, through December 31, 2024. "Election Day" means a day established for the election of public officials and ballot measures.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of conducting Elections during the following periods only:

Presidential Preference Primary Election: March 15, 2024 – March 21, 2024

Primary Election: August 16, 2024 – August 22, 2024

General Election: November 1, 2024 – November 7, 2024

Any special elections that may be required by Florida Statute or Court Order

2. USER will set up and use the FACILITY on a continuous basis during this period. Use of the facility includes:
 - a. Access to the premises between the hours of 6:00 a.m. and 9:00 p.m. on Election Day. Should polling hours be extended by the Governor of Florida, or Court Order, for any election, the CITY agrees to provide use of the facility beyond the normal voting hours.
 - b. Use of the parking lot on the premises and CITY agrees to provide as many parking spaces as possible to allow maximum parking for the voters and election workers.
 - c. Reasonable access to the premises prior to Election Day for delivery of supplies or equipment and following Election Days to obtain supplies or equipment, which access will be coordinated in advance between CITY and USER.
 - d. Accommodation of the required configuration of the voting room and designated drop box area, including the rearrangement of the space, such as allowing extra tables, chairs, and/or other objects to be stored out of the way.
 - e. Use of polling room kitchen amenities (if available) and restrooms to the election workers.
 - f. CITY to arrange for the HVAC and lighting to be extended to cover the entire time election equipment is on premises.

- g. Placement of election signage specific for the needs of the polling location at/on the location on Election Day.
 - h. If the premises are monitored by a security system, CITY acknowledges and agrees that on Election Day, from 6:00 a.m. to 9:00 p.m., any security cameras located in a polling room will be covered such that the polling room is not being recorded during this time, pursuant to F.S. 102.031(5).
 - i. CITY agrees to permit photographs taken by Election Officials prior to and on Election Day to be included in but not limited to, newsletters and publications generated by the Elections Office and/or the Nassau County Elections Office website.
 - j. CITY agrees to allow USER to perform minor modifications and enhancements to the polling site to ensure complete access to voters with disabilities and to comply with the requirements of the Americans with Disabilities Act. These enhancements will be made with prior knowledge and approval of the CITY.
3. USER may use the FACILITY on the dates above at no cost. USER is responsible for providing, at USER's expense, any equipment or supplies needed for USER's operations that are not available on the premises.
4. As condition to USER's right to use the facilities herein, USER agrees to and will comply with the following:
- a. USER will not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER must have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER will not interfere with emergency operations of CITY.
 - d. USER must keep premises in a clean and sanitary condition and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - f. USER will not undertake any alterations or changes in the construction of the facility premises without prior written consent of CITY.
5. That each is governed by the limitations and provisions of Title IX, Florida Statutes, and nothing herein limits, waives, or alters each party's sovereign immunity.
6. Term of Agreement: The term of the AGREEMENT is as noted in paragraphs 1 and 2 above.
7. The addresses for giving notices are as follows:

USER: Nassau County Supervisor of Elections Office
Attn: Supervisor of Elections
96135 Nassau Place, Suite 3
Yulee, FL 32097

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

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

USER: NASSAU COUNTY
SUPERVISOR OF ELECTIONS

CITY OF FERNANDINA BEACH

By: _____
Supervisor of Elections Janet H. Adkins

By: _____
Interim City Manager

By: _____
City Clerk Caroline Best

Approved as to Form & Legality:



City Attorney Tammi E. Bach

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2023-69
Proposal Approval and Budget Transfer - ENCO Utility Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-69.

SYNOPSIS: The Utilities Billing department currently handles all the printing, stuffing, and mailing of utility bills for the City. The City Commission approved, in the FY 2022/23 budget, a new folder inserter machine for this process.

Staff instead requests that the City utilize the services of ENCO Utility Services for the printing, stuffing, and mailing of utility bills, piggybacking off the Florida Municipal Power Agency Services Agreement (Bid #2018-214), along with a discount provided by ENCO Utility Services to the City of Fernandina Beach. The cost of a new folder inserter machine along with the annual maintenance costs exceeds the amount for the proposed service. The City will realize a cost savings of \$40,440 over ten years.

FISCAL IMPACT: The City will realize a cost savings of \$40,440 over ten years. Funding was appropriated in the Utility Billing Equipment account, 520 56400, and will need to be transferred to the Utility Billing Contractual Account, 520 53400.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-69.

Katie Newton, Legal Assistant	4/19/2023
Agnes White, Administrative Services Manager	4/19/2023
Pauline Testagrose, Comptroller	4/20/2023
Charles George, Interim City Manager	4/21/2023
Tammi E. Bach, City Attorney	4/25/2023

Date: March 27, 2023

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION: Adopt

RESOLUTION 2023-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENCO UTILITY SERVICES FOR UTILITY BILL PRINTING, STUFFING, AND MAILING SERVICES BY WAY OF A PIGGYBACK TO THE FLORIDA MUNICIPAL POWER AGENCY CONTRACT; AUTHORIZING A BUDGET TRANSFER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City owns and operates water and wastewater utilities, and as part of that operation, must bill for services; and

WHEREAS, the City Commission appropriated funds in Fiscal Year 2022-2023 for a new folder inserter for utility bills; and

WHEREAS, the cost for a new folder inserter to continue in-house bill printing and stuffing is more than the cost of outsourcing these services; and

WHEREAS, staff requests City Commission approval to utilize the services of ENCO Utility Services for the printing, stuffing, and mailing of utility bills as a way of cost savings by piggybacking off the Florida Municipal Power Agency Services Agreement (Bid #2018-214) along with a discount provided by ENCO Utility Services to the City of Fernandina Beach; and

WHEREAS, fees relating to the bill printing, stuffing, and mailing may exceed \$20,000 during Fiscal Year 2022/2023; however, total expenses will not exceed a maximum of \$30,000; and

WHEREAS, staff recommends an amendment to the fiscal year 2022/2023 budget by transferring \$25,000 from the Utility Billing Equipment account, 520 56400 to the Utility Billing Contractual account, 520 53400 to cover the cost.

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

SECTION 1. The City Commission hereby approves the proposal, attached hereto as Exhibit A, from ENCO Utility Services for utility bill printing, stuffing, and mailing in an amount not to exceed \$30,000, by the way of a piggyback purchase to Florida Municipal Power Agency Contract.

SECTION 2. The City Commission further approves an amendment to the fiscal year 2022/2023 budget by transferring \$25,000 from the Utility Billing Equipment account, 520 56400 to the Utility Billing Contractual account, 520 53400 to cover the cost.

SECTION 3. The City Clerk and City Manager are hereby authorized to execute Exhibit A and all other documentation related to this purchase, upon review and approval of the City Attorney.

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

ADOPTED this 2nd day of May, 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 2023-69
Exhibit "A"**



May 5, 2022

UTILITY BILL PRINT/MAIL SERVICE PROPOSAL

THE CITY OF FERNANDINA BEACH, FLORIDA

ENCO ADVANTAGE BILLING SERVICES

Ruby Irigoyen, Senior Vice President, Customer Services

ENCO Utility Services Florida, LLC

572 Appleyard Dr. Ste E, Tallahassee, FL 32304

irigoyen@encous.com



TABLE OF CONTENTS

COVER LETTER -----	3
COMPANY OVERVIEW -----	4
SCOPE OF WORK -----	5
STATEMENT DESIGN -----	5
ADDITIONAL PROGRAMMING OR DESIGN CHANGES -----	6
DATA FILE TRANSFER -----	6
DATA PROCESSING -----	6
E-BILLING SERVICES -----	6
OUTBOUND NOTIFICATIONS SERVICES -----	6
MAILING SERVICES -----	7
CLIENT POSTAGE DEPOSIT ACCOUNT -----	8
SUPPLIES AND INVENTORY MANAGEMENT -----	8
INSERTING CAPABILITIES -----	9
INVOICING PROCEDURES -----	9
OVERVIEW OF DEPLOYMENT PROCESS -----	9
OVERVIEW OF DAY-TO-DAY PRODUCTION PROCESS -----	11
QUALITY CONTROL -----	12
CLIENT RESPONSIBILITY -----	12
RECORD RETENTION AND DATA BACKUP -----	12
ENCO SUITE OF SERVICES -----	14
ENCO ADVANTAGE PRICING SCHEDULE -----	16
REFERENCES -----	18
EXAMPLE STATEMENTS -----	19
NEW LOOK INSERT -----	24
TERMS & CONDITIONS -----	25

COVER LETTER

May 5, 2022

Ms. Melissa Howard,

We are excited to have the opportunity to provide our ENCO Advantage proposal and quote for bill print and mail services for you. In addition, we provide ebills with a customized message and you can include a link to your online payment page. For the ebills, any insert that we provide for your printed bills is included with the ebill at no additional cost. Ebills save paper and postage.

ENCO Utility Services has been a turnkey provider of bundled municipal utility services for municipal and private utilities since 2001 and we formed our Florida company in 2004. From the northwest to the southeast, ENCO is a leading provider of a full line of billing services including bill calculation, printing and mailing, online bill presentment, online payment portal, payments by phone, Call Center Services, Delinquent Notices via email, text, and IVR and Lockbox Payment Processing Services. Our offer is to provide our utility billing services product line, ENCO Advantage, to the City.

We are pleased to work with you to create a utility solution that fits your needs and goals.

Why Choose ENCO?

Reputation: We are proud to serve municipalities throughout the United States.

Focus: We are solely dedicated to helping municipalities, such as yours, provide unparalleled services to their communities.

Experience: We offer industry-leading utility bill presentment services. Currently, we process, print, insert, and mail over 10 million statements for over one hundred municipalities.

Quality: Our clients trust that we mail their statements in a timely manner and with the correct data. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

24-Hour Statement Turnaround: Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day. We mail your bills generally the same day received.

Superior Customer Service and Relationships: Our goal is to develop and maintain strong, long-term relationships while providing exceptional products and services. We accomplish this by being accessible, approachable and responsive. We take the time to listen to our customers, get to know them, and anticipate their needs. We strive to not only meet but exceed customer expectations.

Tomorrow's Technology, Today: With mobile applications such as *Pay-by-Text*, *text statement notifications*, *voice reminders*, *Pay-by-phone options*, and *customer self-management*. We can add these services as your municipality grows.

Custom Developed Solutions: The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We help you design the right bill statement to cut staff calls, to provide conservation messaging, to create efficient payment processing, and to increase adoption rates for paperless billing or electronic payments

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,



Ruby Irigoyen, Senior Vice President

irigoyen@encous.com

office: (951) 925-8092

cell: (951) 236-1571

Type text here

COMPANY OVERVIEW

ENCO Company History

In 1997, Edison International formed a new affiliate called Edison Utility Services. This affiliate was formed to provide electric distribution and customer services to municipal and other small and medium sized electric utilities in the US. In 2001, Edison Utility Services was acquired by SRM-ENCO LLC and subsequently changed its name to ENCO Utility Services. In 2004, we formed Winter Park Utility Services LLC and have renamed this affiliate, ENCO Utility Services Florida LLC effective December 2018.

ENCO services include Call Center, billing, bill printing and mailing, lockbox remittance processing, outbound courtesy notifications, substation monitoring, plus dispatch services. In addition to these base services, ENCO provides, for electric utilities, electric utility distribution system design, engineering, construction, operations, and maintenance. Additionally, ENCO has experience in utility renewable energy power plant financing, siting, energy contract negotiation and construction.

ENCO currently has offices in Anaheim CA (headquarters), Hemet CA (call center and customer services), Moreno Valley CA (customer), Tallahassee, FL (Utility Billing) and Chattanooga TN (customer). ENCO has been in business for over twenty years and partners with such companies as Municipal Code Corporation and JetPay Financial Services to provide services to **more than 100 government agencies across the country**. ENCO is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving ENCO through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Corporate Structure and Licenses

Federal Tax ID: 20-2160616 - Legal Structure: LLC
ENCO UTILITY SERVICES FLORIDA, LLC

Corporate Headquarters

8141 E. Kaiser Boulevard, Ste 212
Anaheim, CA 92808

Tallahassee Billing Services Center

572 Appleyard Drive, Ste. E
Tallahassee, FL 32304

Hemet Customer Service Center

380 N. San Jacinto Street
Hemet, CA 92543-3112

Chattanooga Customer Service Center

1250 Market Street, Ste 1008
Chattanooga, TN 37402

Contacts

Ruby M. Irigoyen
Senior Vice President of Customer Services
Cell 951-236-1571
Office: 951-925-8092
Email irigoyen@encous.com

SCOPE OF WORK

STATEMENT DESIGN

The ENCO Advantage leadership has over thirty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. If desired, we can help you redesign a completely new statement. Each of our clients receive a customized bill format with account information, summaries, usage charts, colors, graphs, announcements and other specialized items. Our lead developer provides one-on-one assistance with client staff in planning and creating a bill which is customer friendly and makes payment processing easy for client staff. Announcements and notices can be changed periodically as needed for special events or seasonal activities. Grey scale backers are available at no additional charge. Samples attached of color statements with graphs.

If a client creates a new bill with a layout that is significantly different from their previous ones, we can also create a New Look insert which helps their utility customers easily find their account numbers, bill amounts, due dates, usage and other pertinent information. The New Look insert is typically a glossy one-page full color insert. Pricing is additional. A sample of this insert is attached at the end of this Proposal.

ENCO Advantage works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology can print multiple meter accounts on one page.

Statements are ink jet printed in full color on blank perf paper. Our paper is 8 1/2" x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper is specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programmed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

ENCO can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

City of Woodstock
12453 Hwy 92
Woodstock, GA 30188-3698
UTILITY BILL

Days of Operation: Mon - Fri 8:00 AM - 5:00 PM
Excluding Holidays
Phone: (770) 592-0505
Email: 12453@woodstockga.gov
Website: www.woodstockga.gov
After hours emergency for water outage and leaks
Phone: (770) 525-7871

SAMPLE
WOODSTOCK, GA 30189

ACCOUNT NUMBER	47410
PAST DUE - PAY NOW	\$0.00
CURRENT CHARGES	\$81.53
TOTAL DUE	\$81.53
DATE DUE BY	01/30/2020

Payments made after preparation of this invoice will not be reflected on past due amounts shown above.

SERVICE ADDRESS	500 KENNEL RD
SERVICE DATES FROM	12/3/2019
TO	1/1/2020
DAYS	32

SERVICE	PREVIOUS READ	CURRENT READ	USAGE	CHARGES
WATER	18500	23300	4800	\$32.90
SEWER	18500	23300	4800	\$48.63

YOUR USAGE HISTORY

May-1 Jul-1 Aug-30 Oct-30 Jan-1

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.

Pay on line at www.woodstockga.gov

BILL DATE	ACCOUNT NUMBER	DATE DUE BY
01/13/2020	47410	01/30/2020

SERVICE ADDRESS	TOTAL DUE
500 KENNEL RD	\$81.53

AMOUNT DUE IF PAID AFTER 5:00PM ON 01/30/2020 (includes Penalty)
\$89.68

Amount Enclosed \$ _____

Please remit and make checks in US funds payable to:

City of Woodstock
12453 Hwy 92
Woodstock, GA 30188-3698

SAMPLE
WOODSTOCK, GA 30189

OF AUTO DRAFT

ADDITIONAL PROGRAMMING OR DESIGN CHANGES

When requesting additional programming or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.

DATA FILE TRANSFER

We make the process of sending us the files as easy and secure as possible. ENCO can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

DATA PROCESSING

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

E-BILLING SERVICES

We work with your municipality to provide the best solution that fits within your municipality's goals and existing platform. We can provide a bounce back report after every e-billing cycle.

There are two main types of e-billing solutions:

- 1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.
- 2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

OUTBOUND NOTIFICATIONS SERVICES

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. This might be once each month, or at each billing cycle. You set the frequency based on your needs.

Finally, submit your notification list to us with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

- Email:** This is the Town of Lake Clark Shores with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.
- Text:** This is the Town of Lake Clark Shores with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.
- IVR:** This is the Town of Lake Clark Shores with a reminder. Your water bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

MAILING SERVICES

The ENCO Advantage postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. ENCO Advantage is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. ENCO processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, ENCO performs "House holding" grouping and a National Change of Address (NCOA) updating service.

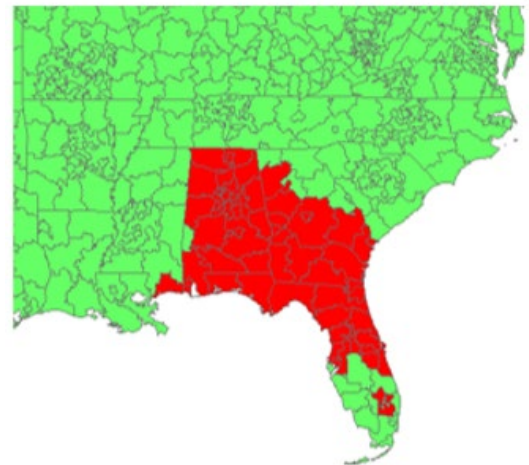
House holding is the process of grouping multiple account statements that are intended for the same customer and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.

Originating Service Standards First-Class for SCF 323



CLIENT POSTAGE DEPOSIT ACCOUNT

All pieces are sent out using the ENCO indicia (USPS mail permit). ENCO requires that the client maintains a permanent postage deposit in connection with this agreement. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in the ENCO Pricing Schedule or customer payment history. The client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, ENCO shall return the deposit amounts to the client after payment of all services and postage.

SUPPLIES AND INVENTORY MANAGEMENT

We are selective in choosing our business partners. All paper suppliers are “Tri-certified” in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of paper and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on paper, envelopes, and pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting. We print and mail over 10 million utility bills annually and always keep a 3-month supply on hand.

PAPER

Our 24lb paper is specially manufactured to process through printing, folding, and inserting without issue. Specifications: 8 ½” x 11”, 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 ½” from bottom of page.

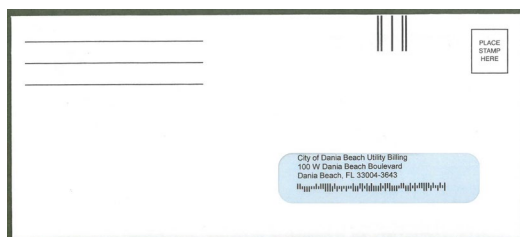
BILLING STATEMENT OUTGOING ENVELOPE

ENCO Advantage utilizes a large single (pistol style) window #10 security tinted envelope. This ensures maximum flexibility and accommodates multiple bill configurations. Our client’s logo, return address, customer address, bar coding, and special messaging clearly appear through our window envelopes without compromising security. The advantage to our clients is that each one has the opportunity to change their statement look, without changing envelope styles. Also, our #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage rate. With demonstrated reliability during inserting through our Pitney Bowes inserters as well as through the postal delivery system, we are confident this is the best envelope for our print/mail customers. Proven reliability, maximum flexibility and bulk order cost savings is why we consistently utilize the #10 pistol style envelope.



RETURN ENVELOPE

ENCO utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. The color of the font that you have chosen shows through as well. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. ENCO can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



INSERTING CAPABILITIES

ENCO Advantage utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

Inserts provided by the client are required to meet ENCO's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). ENCO customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

INVOICING PROCEDURES

Within five days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- | | | |
|-----------------------------------|--------------------------|---------------------|
| • Statements processed with #9 | • Out sorts | • Late notices |
| • Statements processed without #9 | • Heavies | • NCOA |
| • Any additional Inserts Inserted | • House holding Mailings | • E-Bills Processed |

OVERVIEW OF DEPLOYMENT PROCESS

One of the biggest benefits of choosing ENCO is the transition. We do all the heavy lifting. ENCO will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. Pre-Development Information Gathering

1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
 - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
 - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some of our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
2. High Resolution copy of the client's logo (minimum 300 dpi)
3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
4. Data map from your billing software

2. Deployment meeting:

Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data. Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).

3. Statement Design and Approval:

Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.

4. Billing Data Integration/Mapping:

This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.

5. Testing (Parallel Processing) and cycle processing training:

Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter of minutes. It really is that easy. We want you to feel completely comfortable before we "Go Live".

6. "Go Live" Deployment:

The last step should be the easiest: you'll send your first live cycle file to us, we'll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.



OVERVIEW OF DAY-TO-DAY PRODUCTION PROCESS

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours, or the next available day the USPS is open for business, of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At ENCO, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FFTP site to check the status and review your files for approval. Overview of daily production process:

Step 1 *Client Uploads data files to ENCO and sends email that the files are ready for processing and the anticipated volume.*

Step 2 *Client receives automatic email confirmation from ENCO that the files were received and processing has begun.*

Step 3 *Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.*

Step 4 *Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.*

Step 5 *Once we receive your approval email, bill files are released for printing and inserting. ENCO emails the client that production is completed and the statements have been delivered to the USPS. Attached to the email notification is your ENCO job ticket, which provides details of completed billing statements processed.*

Step 6 *The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.*

QUALITY CONTROL

At ENCO Advantage, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed, inserted and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

CLIENT RESPONSIBILITY

- Ensure postage funds are available per recommended postage deposit listed above.
- Provide an explanation of billing record layout or mapping document to ENCO.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to ENCO's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through ENCO). If done through ENCO, client agrees to update their records to match per USPS requirements.
- Provide ENCO insert specifications to client's insert vendors (if other than ENCO).
- Pay for any unused forms of because of a format change or contract modification.

RECORD RETENTION AND DATA BACKUP

Our commitment is to reliability, accountability, timely processing and ultimately, strong customer satisfaction. With two billing locations, one in California and one in Florida, we are strategically positioned to handle multiple scenarios which could impact processing and mailing bills. Having this capacity ensures we can provide our own back up. In addition, we also have agreements with other offsite printers to assist us should the need arise. Should a power outage affect us locally, we have an 80kw generator to provide power until city electrical systems are restored.

PRINTING FACILITY DATA SECURITY, STORAGE, AND DISASTER PLANNING

ENCO Advantage shall not use computer billing data for any purpose other than the work agreed. We are SOC 2 Type 2 Certified. This Certification provides confidence and peace of mind to our customers. The Service Organization Control 2 (SOC) designation means ENCO has established strict information security policies and procedures encompassing the security, availability, processing, integrity and confidentiality of customer data.

ENCO is committed to providing the highest quality solutions and the safest, most secure environment for your sensitive data. We employ enterprise grade security devices with vendor recommended practices and below are some examples:

- Palo Alto next-generation firewalls protect the perimeter and interior of our networks
- CylancePROTECT and CylanceOPTICS are deployed to all our endpoints
- Cylance ThreatZERO Services are used quarterly to ensure best practices for endpoint protection
- Rapid7 Managed Services assist in 24x7 monitoring of our network, software and device security
- All web-facing sites and/or solutions are hosted in a secure, SOC 2 compliant datacenter
- All employees have access only to the systems they need to fulfill their role
- We perform full background checks on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Any disruption in service can have major balance sheet ramifications. While ENCO has never had to implement a disaster recovery plan in a live environment, we place immense importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. ENCO maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 24 hours of a disaster declaration. Safeguards include:

- Data replication and backup
- Redundant equipment
- Remote access
- Failover equipment ready to enable within minutes
- A backup printing facility for full geographic redundancy should our main site become inaccessible.
- All data is continuously backed up to an offsite location throughout the day.

ENCO SUITE OF SERVICES

All of the services listed below may be obtained by your municipality with this purchasing vehicle. When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 100 clients have come to expect from ENCO! Municipalities that utilize our services, can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible!

Electronic Payment Portal (Orbipay)

Orbipay is a highly flexible and comprehensive electronic bill presentment and payment (EBPP) solution that lets you collect and process payments from multiple channels and systems - quickly and efficiently. A self-service customer portal enables your customers to quickly sign up and setup payments using their bank accounts, credit cards or debit cards. Customers can enroll in paperless billing, and setup and manage one-time, recurring and expedited payments.

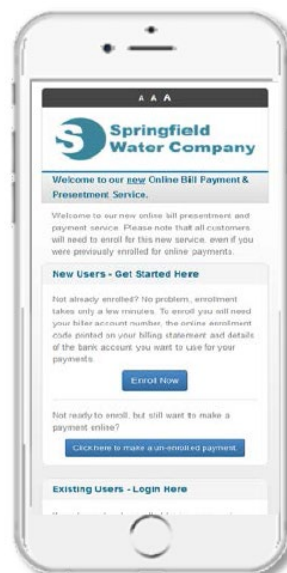
Once the platform is deployed with your municipality, your customers will be able to pay their bills via the web, IVR systems or through customer service agents. It includes a customer care website, so your customer service and operations staff can lookup bill payment profiles, review historical and pending payments, schedule and manage payments on behalf of customers and perform other day-to-day customer service tasks. On demand reports can be generated daily, weekly, and monthly to monitor enrollment activity and keep track of payments processed, scheduled, returned and pending. In addition to processing payments through the ACH, credit card and debit card networks, the platform produces daily activity, posting and return information that seamlessly integrates with your CRM and accounting systems for settlement control and reconciliation. The result is a faster collection of funds, simplified operational processes, and greater customer satisfaction.

Orbipay is secure, cost-effective and easy to deploy, supplying a fast return on your investment.

- Web payment processing for Credit/Debit Cards and electronic Checks
- IVR payment processing for Credit/Debit Cards and electronic Checks
- One-time, scheduled or recurring automatic payments
- Paperless billing by email or text
- View billing statements online
- Mobile payments & alerts
- CSR Agent web portal for payment management
- Access to online reporting, outbound emails and file functions
- Flexible consumer convenience fee or biller absorbed fee models

The screenshot displays the Springfield Water Company web portal for user YeggiShikharMahendra (4574844). The interface includes a navigation bar with links for Account Summary, Payments, Mobile, and Statements. Below this, there's a section for 'Access Billing Account' with dropdowns for Biller Name (Springfield Water Co.) and Account Number (YeggiShikharMahendra-4574844). The 'Current Bill' section shows a last statement balance of \$252.00, a due date of 06/10/2014, and a current account balance of \$152.00. A table titled 'Bill Statement History' lists previous bills with columns for Billing Date, Statement Balance, Due Date, and Statement Details.

Billing Date	Statement Balance	Due Date	Statement Details
12/18/2014	\$ 252.00	01/19/2015	View Statement
10/15/2014	\$ 78.00	10/31/2014	View Statement



Customer Service Call Center Solutions

More and more, municipalities are tasked to find cost-effective ways to communicate with their citizens and drive higher customer satisfaction. We are proud to be at the center of providing comprehensive and customized call center solutions designed for today's municipalities. We see the customer experience from a 360, full-circle perspective, it's not enough to maintain high levels of competency in just one or two communication channels. Solutions that comprise the big picture from phone and web-initiated interactions to email, chat and text-driven conversations are imperative for success.

All citizens would love to pick up a phone, send an email or jump into a web chat session at any time of the day, any day of the week. But that kind of around-the-clock availability and call technology isn't a realistic in-house option for most municipalities. But we can deliver service available 24 hours a day, 7 days a week, at a much lower cost compared to in-house. When someone calls, they are calling your municipality; we are your remote staff.

- Inbound customer care
- Overflow support
- Coverage for meetings & training
- After-hours support
- Disaster recovery rollover
- Dispatch Outage/Emergency calls
- Service Appointment setting
- Account balance request
- Start/stop service request
- Pick-up read request
- Telephone payments
- Multilingual call support
- Conservation advice
- Prepare service request work orders
- Conduct customer satisfaction surveys
- Early stage outbound collection calls
- Courtesy notifications for past due accounts
- Scheduled outage notifications
- New service notifications
- Automated custom notifications
- Daily, weekly and monthly reports provided

Lock-Box Services

Accurate payment processing is mission critical to every business. We specialize in the accurate and timely processing of payments, while offering your customers the widest possible flexibility in submitting their remittance. From web-based payments and automated recurring payments to level payment plans, we offer your customers both flexibility and security. Once the payments are processed, we provide a solid audit trail and a bank statement reconciliation to assure the integrity of your billing process. We offer:

- Automated check reading
- Web-Based bank Deposits
- Returned check processing
- Website payments & on the phone payments or via IVR
- Level payment plans
- Bank reconciliation
- Payment accuracy verification
- On-site cashier
- Remote Electronic Deposits

ENCO ADVANTAGE PRICING SCHEDULE

INITIAL PROGRAMMING AND SET-UP ONE-TIME FEE

\$800

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

MANUAL MESSAGE CHANGES

\$25 / change

ADDITIONAL OR RE-PROGRAMMING CHANGES

\$125 / Hour

STATEMENTS, LATE NOTICES, FINALS, LETTERS ETC.

\$.18 / statement

- Simplex black ink jet printing of variable data
- Grey scaled ink jet printing of stagnant messaging on back of bill
- 8½x11 white 24lb. color statements with 3½" perforated return stub
- Standard #10 White single pistol window with security tint 20lb envelope.
- Standard #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Cost without #9 Return Envelope

.175 / statement

Additional special handling charge for householding, heavies, out sorts, or pulled statements

.04 / statement

Additional Statement pages

.04 / additional pages

Inserting fees for additional advertising fliers/buck slips/newsletters/notices/etc. (This is the cost of inserting the flier. The cost for production of the flier itself will vary with the number and quality.)

.01 / insert

Minimum Charge: If the total printing/statement cost per cycle is less than \$100, we will charge a \$100 flat rate to cover fixed costs. This is in addition to the statement billing charge.

\$100.00

This pricing will be subject to an annual review of the cost of Contractor's supplies and labor. With documentation of these increases, prices may be increased by as much as 2%.

OPTIONAL: NCOA (NATIONAL CHANGE OF ADDRESS)

.015 / statement

OPTIONAL: EBILLING

.12 / statement

Custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

POSTAGE DEPOSIT

ENCO will require that the client maintains a permanent postage deposit in connection with this agreement. Upon termination of the Agreement, ENCO shall return the deposit amounts to client after payment of all services.

Required postage deposit = Estimated statements/notices @ \$.445 (current pre-sorted USPS rate) X 2 months = 9500 x \$0.445 x 2 = \$8,455.00

\$8,445.00

REFERENCES

ENCO Advantage, formerly MCC Advantage, Utility Bill Customers Since 2007

Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. *But don't just take our word for it. Talk to some of our clients:*



Miramar FL – Since 2013
2300 Civic Place, Miramar, FL 33025
Zendra Williams, (954) 602.3045; zwilliams@miramarfl.gov
38500 bills, Tyler Tech- Encode



Pompano Beach, FL – Since 2013
100 W. Atlantic Blvd. Pompano Beach, FL 33060
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
16900 bills, SunGard software multi-line fixed file



Tifton, GA – Since 2010
204 N. Ridge Avenue, Tifton, GA 31793
Wayne Putnal: (229)391-3939; wputnal@tifton.net
14,000 bills, Harris Software multi-line delimited



Hialeah Gardens, FL – Since 2015
10001 NW. 87th Ave. Hialeah Gardens, FL. 33016
Barbara Joy, (305) 822.3017; bjoy@cityofhialeahgardens.com
3500 bills Tyler Tech - Fund Balance single delimited file



Delray Beach, FL – Since 2012
100 NW 1st Avenue, Delray Beach, FL 33444
Jacquelyn Ulyssee, (561) 243.7106; ulyssiej@mydelraybeach.com
22,200 bills - multi-line delimited file



Moultrie, GA – Since 2009
21 First Avenue NE, Moultrie, GA 39828
Tiffany Shroats: (229) 227-6990; TiffanyS@thomasville.org
8,800 bills



Surfside, FL – Since 2011
9293 Harding Ave. Surfside, FL. 33154
Frantza Duval (305) 861-4863 fdual@townofsurfsidefl.gov
1,700 Bills



Sarasota, FL – Since 2011
1761 12th St. (Utility Billing Office), Sarasota FL 34236
20,250 bills – SunGard HTE multi-line delimited text file
Teresa Witkowski(941)329.6121; Teresa.Witkowski@sarasotafl.gov
20,250 Bills – SunGard THE multi-line delimited txt file



Edgewater, FL – Since 2015
104 N. Riverside Drive Edgewater, FL. 32132
Bridgette King, (386) 424.2400; bking@cityofedgewater.org
10,000 bills – SunGard Software, multi-line fixed file



Fort Meade, FL – Since 2007
8 West Broadway ST. Fort Meade, FL. 32550
Breanna Smith, (863) 285.1174; bsmith@cityoffortmeade.com
3000 bills, ADG, Single stacked



Haines City, FL – Since 2012
620 Eats main St. Haines City, FL. 33844
Andrea Henley-Pratt, (863) 421.3600; apratt@hainescity.com
9400 Bills, ADG, Multi-line delim



Dunedin, FL – Since May 2016
750 Milwaukee Ave. Dunedin, FL. 34698
LeAnne Steurnagel, (727) 298.3004; lsteurnagel@dunedinfl.net
12,500 bills, SunGard-Pentamation



Margate, FL – Since 2015
5790 Margate Blvd. Margate, FL. 33063
Jackie Earl: (954)972-6454; jearl@margatefl.com
18,000 bills, SunGard, multi-line fixed file



Oakland Park, FL – Since 2007
3650 NE 12th Ave. Oakland Park, FL. 33334
Geneva Burgess, (954)630.4277; genevab@oaklandparkfl.gov
9700 bills, Tyler Tech-Munis, multi-line XML



Coconut Creek FL – Since 2007
4800 W. Copans Rd. Coconut Creek, FL. 33063
Sharon Read, (954) 973.6732; sread@coconutcreek.net
12600 bills, SunGard HTE, Single line, fixed



Palm Springs, FL – Since 2011
226 Cypress Ln. Palm Springs, FL. 33461
Jancy Bravo, (561)965-5770; jbravo@vpsfl.org
12600 Bills Tyler Tech, single fixed



Deland FL – Since 2008
120 South Florida Ave. Deland, FL. 32720
Brandi Weaver: (386) 626-7056; weaverb@deland.org
14200 Bills, Springbrook, multi-line



Opa-locka, FL – Since 2009
780 Fisherman St. Opa-locka, FL. 33054
Nelson Rodriguez: (305) 953-2868; nrodriguez@opalockafl.gov
5000 bills, SunGard, multi-line



Green Cove Springs, FL – Since 2013
321 Walnut Street, Green Cove Springs, FL 32043
Laurie Copeland, 904-297-7500;
4300 bills, ADG



Bradenton, FL – Since 2008
1411 9th ST. West, Bradenton, FL. 34205
Lance Williams: (941) 932-9433
lance.williams@cityofbradenton.com
14800 bills, Tyler Tech-Eden, multi-line XML



Baldwin County, GA – Since 2009
121 N. Wilkinson St., Milledgeville, GA 31061
Vanessa Hale ☎478)445-4237
10,000 bills, Tyler Tech multi-line delimited txt file



Okeechobee Utility Authority – Since 2007
100SW 5th Ave, Okeechobee, FL. 34974
Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouaf.com
9300 bills, Springbrook, multi-line



Plant City, FL – Since 2008
302 W. Reynolds ST. Plant City, FL. 33564
Heather Bowman: (813) 659-4200;
hbowman@plantcitygov.com
10600 bills, ADG, Multi-line delim



Lantana, FL – Since April 2016
500 Greynolds Circle Lantana, FL. 33462
Sharon Almeida, (561) 540-5034; salmeida@lantana.org
3400 bills – SunGard-Pentamation

EXAMPLE BILLS



P.O. Box 1397, 111 Victoria Place
Thomasville, GA 31799-1397
Customer Service 229-227-7001
24 Hour Emergency Only 229-227-5499
Visit us at Thomasville.org



ELECTRIC SERVICES	CURRENT USAGE: KWH	LAST MONTH	LAST YEAR	CHARGES
ELECTRIC RESIDENTIAL	21	50		12.27
ELECTRIC SALES TAX 7%				0.86

WATER SERVICES	CURRENT USAGE: 100 GALLONS	LAST MONTH	LAST YEAR	CHARGES
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GAS SERVICES	CURRENT USAGE: CCF	LAST MONTH	LAST YEAR	CHARGES
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WASTEWATER SERVICES	CHARGES
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REFUSE SERVICES	CHARGES
-----------------	---------

CNS SERVICES	CHARGES
--------------	---------

MISCELLANEOUS SERVICES	CHARGES
------------------------	---------

TOTAL CURRENT CHARGES \$13.13

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. WHEN PAYING IN PERSON, PLEASE BRING ENTIRE BILL.

ACCOUNT SUMMARY

ACCOUNT NAME: JOE SAMPLE
SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910
PIN#: 131415

BILLING DATE: 04/06/19

CURRENT CHARGES: \$13.13

PAST DUE AMOUNT: \$0.00

CREDITS: \$0.00

SMART CHOICE DISCOUNT: \$0.00

TOTAL AMOUNT DUE: \$13.13

CURRENT BILL DUE DATE 04/24/19

YOUR METERS WERE READ ON 03/25/19 AND
REPRESENT 28 DAYS OF SERVICE

BILLING PERIOD HIGH TEMP 82 LOW TEMP 32

METER READINGS		
SERVICE	CURRENT	PREVIOUS
ELECTRIC	6143	6122
NATURAL GAS		
WATER		
COMMERCIAL ELECTRIC DEMAND		
CURRENT DEMAND	BILLING DEMAND	METER MULTIPLIER
0.00	0.00	1
PCA & ECCR		
Power Cost Adjustment (PCA):		0.009000
Environmental Compliance Cost Recovery Adjustment (ECCR):		0.010900
Join us for the 98th Annual Rose Show and Festival, April 25th-27th! Parades, concerts, flower shows and fun for the whole family. Admission to most events is free. For more information, visit thomasvillega.com or call 229-228-7977.		



P.O. Box 1397, 111 Victoria Place
Thomasville, GA 31799-1397

Return Service Requested

Your utility bill can also be paid online at Thomasville.org or through our Interactive Voice Response (IVR) system by calling 229-227-7001. Download the "City of Thomasville Utilities" app from your app store to view and pay your utility bill as well as view your payment history and account usage.

PAYMENT COUPON

ACCOUNT NAME: JOE SAMPLE
SERVICE ADDRESS: 123 MAIN ST

ACCOUNT NUMBER: 12-345678910
PIN#: 131415

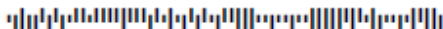
TOTAL AMOUNT DUE \$13.13

CURRENT BILL PAST DUE AFTER: 04/24/19

ENTER AMOUNT PAID \$ _____

Please Remit To and Make Checks Payable To:

THOMASVILLE UTILITIES
PO BOX 1397
THOMASVILLE GA 31799-1397



1 1 AV 0.383

Joe Sample
123 Main Street
Thomasville GA 31757-0126



City of Woodstock
12453 Hwy 92
Woodstock, GA 30188-3698

UTILITY BILL

SAMPLE
WOODSTOCK, GA 30189

Days of Operation: Mon - Fri 8:00 AM - 5:00 PM
Excluding Holidays
Phone: (770) 592-6006
Email: h2o@woodstockga.gov
Website: www.woodstockga.gov

After hours emergency for water outage and leaks
Phone: (770) 926-7871

ACCOUNT NUMBER	XXXXXX
PIN #	
PAST DUE- PAY NOW	\$0.00
CURRENT CHARGES	\$81.53
TOTAL DUE	\$81.53
DATE DUE BY	01/30/2020

SERVICE ADDRESS	500 KENNEL RD			
SERVICE DATES FROM	12/3/2019	TO	1/1/2020	DAYS 32
SERVICE	PREVIOUS READ	CURRENT READ	USAGE	CHARGES
WATER	18500	23300	4800	\$32.90
SEWER	18500	23300	4800	\$48.63

Payments made after preparation of this invoice will not be reflected on past due amounts shown above.

IMPORTANT INFORMATION

PAYMENT IS DUE EVERY MONTH. FAILURE TO RECEIVE THE BILL DOES NOT EXCUSE NON-PAYMENT & SERVICE MAY BE DISCONTINUED.

LATE PAYMENT INFORMATION

AMOUNT DUE IF PAID AFTER 5:00 PM ON 01/30/2020 Includes Penalty	\$89.68
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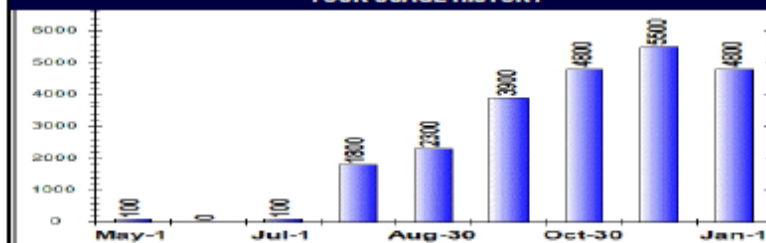
Past Due Balance amounts may incur additional fees & disconnection of service if not paid immediately.

Visit us on the web at
<http://www.woodstockga.gov>

Click on "Pay Online" and "Water Account" to view your account and pay online.

For Woodstock Towne Hall News click on "Living" and "Towne Hall News".

YOUR USAGE HISTORY



PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



12453 Hwy 92
Woodstock, GA 30188-3698

ON AUTO DRAFT

Pay on line at www.woodstockga.gov

BILL DATE	ACCOUNT NUMBER	DATE DUE BY
01/13/2020	47486	01/30/2020
SERVICE ADDRESS		TOTAL DUE
500 KENNEL RD.		\$81.53
AMOUNT DUE IF PAID AFTER 5:00PM ON 01/30/2020 (Includes Penalty)		\$89.68

Amount Enclosed \$ _____

Please remit and make checks in US funds payable to:

SAMPLE
WOODSTOCK, GA 30189

City of Woodstock
12453 Hwy 92
Woodstock, GA 30188-3698



Water Usage Basics

You can always check the accuracy of your bill by comparing the readings on your statement to the readings you record from the meter. The meter numbers are constantly changing, so it is important to consider the date and time of your readings compared to the Water Department. We usually read meters on the 1st day of the month, between 4am and noon for automated readings, then over the next few days for manual readings.

Water meters are extremely accurate. These are simplistic mechanical devices that use an internal water flow signal to turn the meter numbers as water passes through the meter. There is no physical way for the signal to turn faster than the water flows. If you question the accuracy of your meter, you are welcome to conduct a self-test, by filling a 10 gallon water bucket and comparing the readings before and after.

The biggest concern for customers usually involves leaks. Leaks represent the most prevalent waste of water and unnecessary expense for customers. It is important to remember that water is often leaked or wasted without the knowledge of the resident. The word "leak" here is not meant to imply water is spilling on your floor and needs to be mopped up. Sometimes leaks are difficult to see or hear. The generic Leak Test is to turn off all water devices in your home and on your property, then go observe the meter. If the white or red triangle is moving, that means water is still flowing into your system and you probably have a leak.

If you determine you do have a leak, the next step is to identify the source of the leak and fix it. Most frequently, small leaks are usually associated with toilets and faucets, while larger leaks are often found in the underground lines between the meter and your residence (tree roots are usually the cause). Other common leak sources include irrigation systems and Temperature-Pressure Relief Valves (note: this is not the PRV or Pressure Reduction Valve).

These are some general trends, but leaks can occur in a wide variety of ways. Many homes have an emergency water cut-off valve in or near the home that can be used to help narrow down the location of the leak. If you turn off the water at that point and the white or red triangle of the meter is still spinning, then the leak is almost certainly between that point and the meter, not within the house. If turning off the emergency shut-off valve stops the white or red triangle from spinning, then the leak is almost certainly within the home. Customers generally attempt to identify and fix leaks themselves or by using a plumber. Either way, it is usually advisable to take action. Even a small leak can expand and begin consuming expensive amounts of water. Do not be lulled into complacency simply because you cannot see a leak with your own eyes; leaks frequently occur in places or at times when they are not readily apparent. Customers are responsible for all water that passes through the meter, even if it is wasted in a leak just a few feet away from the meter.

Paying Your Water Bill Online

To make your monthly payment online, please visit www.accessmygov.com. If Woodstock, GA is not shown in the upper left-hand corner of the page, please click on the large green checkmark at the top of the page to choose the appropriate City and State. Once the correct municipality is chosen, you will see "City of Woodstock" located in the upper left-hand corner of the screen. When searching for your account, you can simply search by your account number. We suggest saving this page to your favorites menu, as the next time you navigate here, Woodstock, GA will already be chosen as the default municipality.

At the top of the screen, just below "City of Woodstock", is a search bar. To the left of that search bar is the search criteria drop down menus. Please be sure that you are searching "Utility Billing" by "Account Number" NOT "All Records" by "Address". You may then type in the 5-digit account number and click search. The account name should then appear. You can then click on the account name to view your profile. Your online profile will allow you to make a payment, view your current balance, view your previous payments, etc.





Office Hours:
Monday - Friday 8:00 am - 5:00 pm
For inquiries, please call: (850) 871-8000



Pay on-line, 7 days a week, 24 hours a day using your debit/credit card or ACH debit.

Scan the QR code or visit
www.cityofcallaway.com and click on "utility payments." (Service fees will apply)

CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Sample, Joe
BILLING PERIOD	2/1/2019 to 2/28/2019
PREVIOUS BALANCE	\$30.32
PAYMENTS APPLIED	\$0.00
BALANCE FORWARD	\$30.32
ADJUSTMENTS	\$0.00
CURRENT CHARGES	\$52.57
AMOUNT DUE >>	\$82.89
DUE DATE >>	3/15/2019

NEW CHARGES

Water Consumption	\$0.00
Water Base Charge	\$14.21
Sewer Consumption	\$0.00
Sewer Base Charge	\$38.36
Solids Monthly Charge	\$0.00
Tax	\$0.00
Irrigation Consumption	\$0.00
Penalty	\$0.00
Stormwater	\$0.00
Misc. Charges	\$0.00
Total Current Billing	\$52.57
Total	\$82.89

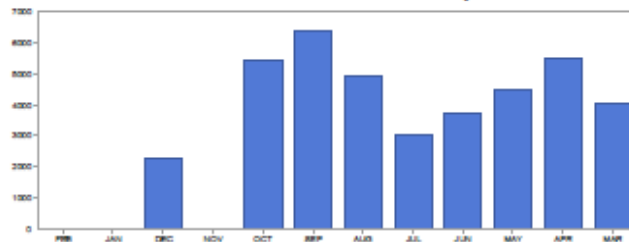
PREVIOUS READING

DATE	READING
1/17/2019	144060

CURRENT READING

DATE	READING	USAGE
2/11/2019	144060	0

Current Year Water Consumption



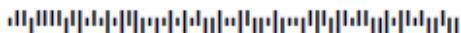
The City of Callaway has not charged flat rates since the September 2018 billing. As of January 1, 2019 flat rates were reinstated and are reflected on this bill.

Please note that the current bill is due March 15th and late fee penalties will be applied to any outstanding balance due on March 16th. A Disconnects fee of \$25 will be applied to accounts with outstanding balances after March 25th and water will be shut off if bills are not paid on time.

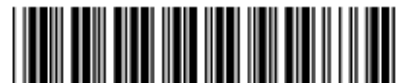
PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT TO INSURE PROPER CREDIT TO YOUR ACCOUNT - RETAIN TOP PORTION FOR YOUR RECORDS.



Callaway Utility Billing
6601 E Highway 22
Callaway, FL 32404-9542
Address Service Requested



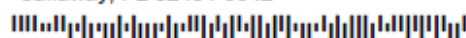
1 1 SP 0.500
Joe Sample
369 Main Road
Virginia Beach VA 23451-2238



CUSTOMER NUMBER	36912-000
CUSTOMER NAME	Joe Sample
SERVICE ADDRESS	123 Old Main St
AMOUNT DUE >>	\$82.89
DUE DATE >>	3/15/2019

PLEASE MAKE CHECKS PAYABLE TO:

City of Callaway
6601 E Highway 22
Callaway, FL 32404-9542



City Commission Meeting

The city of Callaway Commission Meeting are now being live-streamed and can be accessed thereafter On-Demand! Commission Meetings are on the 4th Tuesday of the month preceded by a Commission Workshop the Monday before. Also, all meetings of Advisory Boards, i.e., Code enforcement, Planning, etc., will also be available for viewing, during the meetings as well as anytime afterward with On-Demand. The link is on the Meeting and Agendas page of the City's Website. Should you have any questions please contact Janice L. Peters, City Clerk at 850-215-6694. If any citizen would like to serve on the City's Advisory boards as a volunteer please contact City Clerk at 850-215-6694.

Ordinance No.968 – Trash Time and Placement

In an effort to help reduce the number of issues caused from leaving garbage by the street for extended periods of time, the City Commission passed Ordinance No. 968 to regulate how and when items may be set out for collection. Residents shall not place garbage containers by the street for collection by 12:00 PM on the day before the designated collection day. The garbage containers shall be removed within 24 hours after collection. Garbage must be placed securely in metal or hard plastic cans with a lid or top. Residents shall not place trash/debris piles by the street for collection before 12:00 PM on the Saturday before designated collection day. All restrictions on construction and demolition debris, and bulk remain in effect.

Donations

The City of Callaway is asking for Donations to help maintain and improve its parks. A recommended donation of \$10, \$25, or \$50 is being asked, however any amount would be appreciated. Please submit, by separate check, any donation to City of Callaway 6601 E Hwy 22 Callaway FL 32404, Attention Park Donation.

Utility Service

If your bill is not paid on the 15th of the month by 5pm, a 10% late penalty will be added to your account. Your total bill must be paid on or before the 25th of the month by 5pm to avoid interruption of service. A \$25 disconnect fee will be added to all account balances not paid in full by 5pm on the 25th of the month. If billing due date falls on date City Hall is closed payment must be made on the next business day. If services are disconnected and your deposit does not meet the minimum required deposit of \$250, an additional deposit may be required. Payments are due by specified due dates, if payment is not made within timely manner and services are interrupted, upon receipt of full payment due services will be restored next business day. There are no after hours, weekend or holiday connections or reconnections. All correspondence and Utility disputes should be submitted in writing to City of Callaway 6601 E Hwy 22 Callaway, FL 32404.



Your water and sewer services statement has a **NEW LOOK!**

You will notice your monthly billing statement has changed. We haven't changed the content of your statement, but have improved the layout making your statement easier to read and understand, so you know what's due on your account and when. The back of the bill provides useful information related to payment options, contact information and general rules concerning your utility service.



Town of Lantana
500 Greynolds Circle
Lantana, FL 33462-4544

JOHN SMITH
123 MAIN STREET
LANTANA FL 33462-3027

Customer Service:
Town Hall: Monday - Friday 8:30 AM - 4:30 PM
(561) 540-5020
After hours water or sewer emergencies:
(561) 540-5780

ACCOUNT NUMBER	1234-5678
BILL DATE	3/23/16
PREVIOUS BALANCE	\$0.00
CURRENT CHARGES	\$162.95
TOTAL DUE	\$162.95
DUE DATE	4/07/16
CURRENT CHARGES ONLY	
AMOUNT DUE IF PAID AFTER 4:00 PM ON 4/15/2016	\$177.10
SHUT OFF DATE	4/19/2016

Pay your bill
By Mail: Using remittance stub at bottom
In Person: Town Hall - 500 Greynolds Circle
Online: www.lantana.org (fees will apply)
By Phone: (888) 739-0471 (fees will apply)

List of the 4 convenient ways to pay your bill.

Your account summary information is easy to find at the top of your statement for quick reference. Here you will find what you exactly owe and when it is due.

Have questions about your bill? Contact information is located where it is easy to find. You can find additional information on the back of the bill.

Meter Number has been included for each metered service.

Itemized listing of consumption and base charges for water and sewer to show how charges are calculated.

IMPORTANT INFORMATION

JOIN US FOR BARK IN THE PARK SUNDAY APRIL 17 @ NOON, TALENT CONTEST, ADOPTIONS, PRIZES & MORE! MADDOCK PARK, 1200 W DREW STREET, LANTANA. PLEASE CALL (561) 540-5020 FOR MORE INFORMATION.

Important town news will appear in this area.

SERVICE ADDRESS

123 MAIN STREET

SERVICE	METER NUMBER	CURRENT READING	CURRENT READ DATE	PREVIOUS READING	PREVIOUS READ DATE	DAYS IN CYCLE
WA	12345678	3521	3/11/16	3519	2/11/16	29

DETAIL OF CURRENT CHARGES

SERVICE	CONSUMPTION	CHARGE
WA WATER	2.00	\$71.30
SW SEWER	2.00	\$74.52
WATER UTILITY TAX		\$7.13

PLEASE DETACH AND RETURN BOTTOM PORTION WITH PAYMENT
PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK



Town of Lantana
500 Greynolds Circle
Lantana, FL 33462-4544

ADDRESS SERVICE REQUEST

JOHN SMITH
123 MAIN STREET
LANTANA FL 33462-3027

Please remember to not send cash. Only check or money orders are safe methods of payment and accepted through the mail.

ACCOUNT NUMBER	DUE DATE
1234-5678	4/07/16
AMOUNT DUE	AMOUNT ENCLOSURE
\$162.95	

DO NOT SEND CASH THROUGH THE MAIL

Please remit and make checks in US funds payable to:

TOWN OF LANTANA
500 GREYNOLDS CIRCLE
LANTANA FL 33462-4544



To help process your payments quickly and accurately, the tear off return payment coupon is located at the bottom of your statement. Your coupon needs to accompany your payment helping ensure proper credit to your account.

ENCO ADVANTAGE AGREEMENT, TERMS & CONDITIONS

ENCO UTILITY SERVICES FLORIDA LLC, a corporation duly organized and existing under the laws of the State of Delaware, herein referred to as ENCO, hereby offers billing services for the City of Fernandina Beach, Florida herein referred to as Client. ENCO will do all the data management, file preparation, printing & mailing at its utility billing center in Tallahassee.

ENCO, agrees to provide Client services defined in this proposal herein and at pricing contained in the ENCO Pricing Schedule. The Client agrees that ENCO shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - ENCO presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, ENCO, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** – ENCO uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. ENCO's E-Verify Number is 429556
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by ENCO according to the Pricing Schedule, Client agrees to pay ENCO according to the rates set forth in the ENCO Pricing Schedule. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. ENCO will provide to Client an invoice after each production run consisting of all fees, as outlined in the ENCO Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – ENCO agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of ENCO's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by ENCO without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP** – **(A)** Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by ENCO. **(B)** Client shall not, and shall not permit any other third party, to disassemble, decompile, reverse engineer, or create derivative works from the Software. **(C)** Client warrants to ENCO that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to ENCO for use in connection with the Service. **(D)** ENCO shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of ENCO showing actual money damages. Such injunctive relief shall not preclude ENCO from pursuing any other remedies available to it, including the recovery for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. ENCO shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, ENCO shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. ENCO is not liable for incidental or consequential damages, including revenue, even if ENCO has been advised of the possibility of such loss or damage.
8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one three (3) year period ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term".)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ENCO Utility Services Florida, LLC

CITY OF FERNANDINA BEACH, FLORIDA (CLIENT)

Ruby M. Irigoyen

By: _____

By: _____

Ruby M. Irigoyen

Charles L. George

Name: _____

Name: _____

SVP Customer Services

Interim City Manager

Title: _____

Title: _____

Witness: _____

05-05-22

Date Signed: _____

Date Signed: _____

Effective Date: _____

APPROVED AS TO FORM AND LEGALITY:

[Signature]

CITY ATTORNEY

From: [Ruby Irigoyen](#)
To: [Melissa Howard](#)
Cc: [Bobbie Sue Angelucci](#); [Carrie Norfleet](#); [Ruby Irigoyen](#)
Subject: Re: Form Submission - Contact
Date: Tuesday, January 24, 2023 8:52:09 AM
Attachments: [image001.png](#)
[image685100.png](#)
[image713175.png](#)
[image001875.png](#)
[image685100.png](#)
[image713175.png](#)
[image001875.png](#)
[image001.png](#)
FERNANDIAN BEACH FL Quote ENCO Print & Mail Serv 05-05-22.pdf

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.

We will honor this pricing.

On Jan 24, 2023, at 8:46 AM, Melissa Howard <mhoward@fbfl.org> wrote:

This is an external message. Do not click on unknown links or attachments.

Good Morning Ruby,

Thank you for all the info you have provided . May I confirm the May 2022 quote attached. Please let me know if pricing has changed.

Thank you,

Melissa Howard
Utility Billing Supervisor
City of Fernandina Beach
1180 S. 5th Street Extension
Fernandina Beach, Florida 32034
(904) 310-3400 | mhoward@fbfl.org
www.fbfl.us

10 Years							
	One-Time Setup Fee	Charge	Postage	Paper/Envelope	Printing	Time	Total
Lease	\$ -	\$ 105,000.00	\$ 418,176.00	\$ 111,005.00	\$ 28,492.60	\$ 31,104.00	\$ 693,777.60
Buy w/Annual Maint Contract	\$ -	\$ 83,234.60	\$ 418,176.00	\$ 111,005.00	\$ 28,492.60	\$ 31,104.00	\$ 672,012.20
Outsourcing - ENCO (Piggyback off FMPPA)	\$ 800.00	\$ 205,200.00	\$ 418,176.00	\$ -	\$ -	\$ 7,395.82	\$ 631,571.82

Cost Savings	\$ 40,440.38
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ANNUAL CITY EXPENSES FOR BILLS & DISC NOTICES PRINTED & MAILED:

(BASED ON ANNUAL COUNT OF 95,040 FROM FY 22)

PAPER STOCK (ENVEL & PERF PAPER)	\$ 11,100.50	
POSTAGE	\$ 41,817.60	our average per piece is \$0.44
PRINTING (@ \$.0054 PER PRICE)	\$ 513.22	
PRINTER	\$ 2,336.04	3 YEARS LEFT ON CONTRACT - OUTSOURCING WOULD REDUCE PRINTER LEASE TO \$108 PER YEAR PER DANA
TIME (SORTING, STUFFING, TRIP TO PO)	\$ 2,592.00	(with annual increases built in 10 year calc)
	\$ 58,359.36	

Folder Inserter Annual Maintenance contract 10 year calculation w/5% increase annually

1	\$ -
2	\$ 4,980.00
3	\$ 5,229.00
4	\$ 5,490.45
5	\$ 5,765.00
6	\$ 6,053.00
7	\$ 6,356.00
8	\$ 6,673.70
9	\$ 7,007.39
10	\$ 7,357.76

Outsourcing - time spent creating, sending, & approving files annually

TIME 9 BILLING CYCLES X 30 MIN=2.7 HRS (PER MTH) \$ 645.12 (with 3% annual inc built in 10 years calc)



Sharon Samuels
Member Services and Procurement Specialist

MEMORANDUM

August 10, 2018

TO: FMPA Members
FROM: Sharon Samuels
SUBJECT: Utility Call Center Support Services Award – RFP# 2018-214

The members participating in the FMPA Utility Call Center Support Services RFP have reviewed the proposals received in response to this solicitation.

FMPA received proposals from ENCO Utility Services, Faneuil, Inc., HelpGrid, Superior Contact, and Worldwide Interpreters. The Review Team selected the proposal of ENCO Utility Services.

ENCO Utility Services will extend pricing and terms of the agreement to other FMPA Members. The award agreement is effective through August 2023; at that time the agreement may be renewed by mutual consent.

Below is the contact information for the awarded firm:

ENCO Utility Services
8141 E. Kaiser Blvd. Ste. 212
Anaheim, CA 92808
P: 951-925-8092
Email: irigoyen@encous.com

If you have any questions or concerns, please feel free to contact me.

Services Agreement

This Services Agreement is entered into on this 10th day of August 2018, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and ENCO Utility Services LLC, with its principle place of business located at 8141 E. Kaiser Blvd., Ste 212, Anaheim, CA.

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Contractor is company offering utility call center and other support services. The parties desire for Contractor to perform the services more fully described in this agreement and in Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

Contractor shall provide its services (the "Services") to FMPA and participating FMPA Members as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

Section 2. Term & Termination

This agreement shall commence upon the date stated in the introductory clause of this agreement, and, unless sooner terminated, shall continue in force for an initial period of five (5) years from its effective date. The initial term may be extended for five (5) additional one-year periods at the option of FMPA under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of FMPA and Contractor.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 10 days prior written notice. Contractor may terminate this contract for cause upon 10 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no

event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA and/or the participating FMPA Member shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 30 days after receipt of an invoice.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Confidentiality

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential

Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Contractor is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Contractor, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contract, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Contractor of the request or requirement prior to disclosure, if reasonably possible, so that Contractor may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Contractor. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by

Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Professional Liability: \$1,000,000

Cyber Liability: \$2,000,000

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiable information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

Section 8. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Contractor while performing work

under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

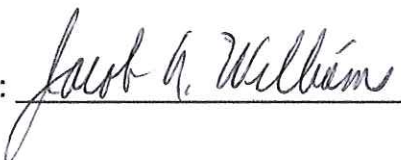
Section 9. General Terms and Conditions

- (a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.
- (b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.
- (c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
- (d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.
- (e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

ENCO UTILITY SERVICES LLC

By: 

By: 

Schedule A

Response to Request for Proposal
RFP FMPA #2018-214
UTILITY CALL CENTER SUPPORT SERVICES

FOR



Due: Wednesday, August 8, 2018
by 10am EST



TO:
MS. SHARON SAMUELS
MEMBER SERVICES & PROCUREMENT SPECIALIST
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819

FROM:
ENCO Utility Services
Ruby M. Irigoyen
SVP Customer Services

HQ: 8141 E. Kaiser Blvd., Suite 212
Anaheim, CA 92808

Hemet Customer Service Center
380 N. San Jacinto St.
Hemet, CA 92543

email: irigoyen@encous.com
office: (951) 925-8092
cell: (951) 236-1571
fax: (951) 257-0316

www.encous.com

PRICING:

ENCO's pricing is generic so that any FMPA Member utility can utilize these services under this proposal and associated agreement.

ENCO's pricing is firm for a period of two years after any agreements are executed with an annual pricing increase of 3% for year 3 and beyond. FMPA may evaluate pricing increases each year to determine if they are appropriate and reasonable.

ENCO's pricing is scaled to accommodate additional participating member utilities. The pricing is scaled such that as members join and take services, the volumes for discounts are based on the total volumes for all participating members combined.

Call Center Services

Call Center Service	Set up price per Meter, One Time	Monthly Minimum	Price per Call per Month
Price is per customer call handled monthly, 24/7 or overflow Call volumes are based on total calls for all participating FMPA Member Utilities	See Below	None	
If total calls are 500 or less			\$2.95
If total calls per month are between 501 and 2000			\$2.85
If total calls per month are between 2001 and 5000			\$2.75
If total calls per month are between 5001 and higher			\$2.57
Autoserv Emergency Orders Online & IVR			\$1.50
Outbound Text Messaging			No Charge
Outbound IVR Calls			\$0.50

Set up of customer data in our call center software and training of our staff on member utility's systems are included with the exception that travel expenses and other out of pocket expenses shall be reimbursable at cost with no mark up.

Such reimbursable expenses include, but are not limited to, all travel expenses (with mileage at the IRS approved rate), lodging, long distance telephone and facsimile charges, photo-copying and printing costs, taxis and auto rental, postage, filing fees, word processing costs, transcript costs, secretarial overtime, notary fees and other expenses incurred on behalf of FMPA member utilities.

Full Service - All Billing Service and Call Center Offer:

Full Service Solution	Set up	Ongoing
Set up		
Call Center Services 24/7 for all Routine and Emergency Calls		
OMS & Set up	Included	
Training – (excludes travel which is billed at cost)	Included	
Billing		
Billing Software License (one Time)	\$ 28,000	
Rates Set up - Water, Electric & Sewer	\$ 10,000	
Statement Setup	Included	
Customer accounting, meter read review and upload, bill calculation, rate maintenance	Included	
Credit & Collections Processing - Active Accts	Included	
Courtesy Notifications	Included	
User License per Remote User -\$1500 per User - One time (estimated 5; 3 included)	\$ 3,000	
Client staff training	Included	
<i>Excludes Meter Reading & all Field Services</i>		
Bill Printing & Mailing (bill stock and printing)	Included	
Postage included at \$.365	included	
CASS Certification	Included	
Bill Stuffers	at Cost	
Lockbox	\$ 3,500	
Custom Programming - Cost + 9%	TBD	
Ongoing - Per Meter Per Month (electric, water, gas)		\$ 1.57

FMPA member utilities can take the following services as stand-alone services as well. The delivery of these services are managed by ENCO and delivered by ENCO or as in the case of printing and mailing of utility bills, are delivered by our subcontractor / partner Municode from Tallahassee.

The payment processing services for mailed in payments will be delivered via our new offices in Florida.

Other Stand-Alone Services:

Stand Along Services - per Utility		
Stand Alone Bill Printing & Mailing		
Set up	\$	400
Monthly Base Charge	\$	500
Ongoing per Bill		
25,000 or greater	\$	0.105
15,000 to 24,999	\$	0.110
10,000 to 14,999	\$	0.115
5,000 to 9,999	\$	0.125
2,000 to 4,999	\$	0.135
0 to 1,999	\$250 min. Flat Fee	
Postage - at cost. Estimated average at \$0.365 if CASS Certified and qualifying quantity.		
Mailing from our partner's facility in Tallahassee	\$	0.365
Stand Alone Lockbox Services for mailed in payments		
Set up	\$	3,500
Monthly Base Charge	\$	350
Ongoing per Payment	\$	0.35
Includes access to RemitWeb, training of your staff		
Processing at our facility in Florida		
Courtesy Notifications		
Set up	None	
Monthly Base Charge	\$	150
Type of Alert	Per Alert	
Email	\$	0.22
Text	\$	0.20
IVR Calls	\$	0.30

For all services offered, any integration with client utility's software or systems are billed at ENCO billable rates for ENCO labor and any subcontractor costs are bill at cost plus 9%.

Customer Services Billable Rates:

Title	Hourly Rate
Customer Services Project Mgr	\$ 110.00
Data Programming	\$ 175.00
Billing Software Programming	\$ 225.00
IT Senior Technician	\$ 85.00
Data Senior Technician	\$ 65.00
Clerical	\$ 25.00

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Florida consumer price index for that year.

Electric Distribution Engineering, Design, Construction, Operations and Maintenance Services

ENCO also offers complete electric distribution engineering, design, construction, operation and maintenance services at the following billable rates plus equipment cost and travel expenses, if any:

Title	Hourly Rate
Engineer	\$ 84.50
Service Planner	\$ 58.00
Operations Mgr	\$ 110.00
General Foreman	\$ 78.00
Foreman	\$ 72.00
Lineman	\$ 67.00
Groundman	\$ 46.50
Project Coordinator	\$ 60.00
Facility Locator	\$ 54.00
Mapping Coordinator	\$ 40.00

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Florida consumer price index for that year.

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2023-70
Budget Amendment - Reallocation of funds in the Water Improvements account.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-70.

SYNOPSIS: Reallocates and provides for a transfer of funds in the Water Improvements account to fund the Water Meter Replacement Project (#23020) for \$37,700.

FISCAL IMPACT: Staff recommends a budget transfer in the fiscal year 2022/2023 budget by reallocating \$37,700 from the Water Fund Improvements account, 460 56300, to the Water Meter Replacement Project in the Water Improvements account, 460 56300 Project #23020 to cover the additional cost.

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-70.

Andre Desilet, Utilities Director	4/10/2023
Katie Newton, Legal Assistant	4/21/2023
Agnes White, Administrative Services Manager	4/21/2023
Pauline Testagrose, Comptroller	4/21/2023
Charles George, Interim City Manager	4/21/2023
Tammi E. Bach, City Attorney	4/25/2023



Date: April 04, 2023

Submitted By: Antoinette Brown, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2023-70

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE BUDGET AND A TRANSFER IN THE UTILITIES DEPARTMENT'S BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to Code Sec 2-412 and Charter section 74, the City Commission must approve any budget transfers over \$25,000; and

WHEREAS, funding was allocated in the Fiscal Year 2022/2023 budget for replacement of existing water meters which have reached the end of their service life. The City Commission, via Resolution 2022-196, approved this action; and

WHEREAS, the fiscal year 2022/2023 budget lacked sufficient funds to account for the increase in demand for larger meters for new construction in the Water Improvements account Project #23020; and

WHEREAS, staff recommends a budget transfer in the fiscal year 2022/2023 budget by reallocating \$37,700 from the Water Fund Improvements account that was not previously encumbered in a project, 460 56300 to the Water Improvements account, 460 56300 Project #23020 to cover the additional cost.

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

SECTION 1. The City Commission hereby approves a budget transfer in the fiscal year 2022/2023 budget by reallocating \$37,700 from the Water Fund Improvements account, 460 56300 to the Water Improvements account, 460 56300 Project #23020

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

ADOPTED this 2nd day of May 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

RESOLUTION 2022-196

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF MASTER WATER METERS FROM EMPIRE PIPE & SUPPLY FOR THE UTILITIES DEPARTMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Purchasing Policy requires accumulated purchases from a sole source vendor may not exceed \$20,000 per year and purchases which exceed \$20,000, require City Commission approval; and

WHEREAS, the Utilities Department requests approval to purchase Master Meters from Empire Pipe & Supply master water meters for periodic replacement of existing meters which have reached the end of their service life; and

WHEREAS, Master Meters are smart technology equipped, compatible with existing billing software, and will enable the City to continue transitioning to remote meter reading; and

WHEREAS, Empire Pipe & Supply is the only authorized waterworks utility distributor for Master Meter in the state of Florida. Their quote, for an amount not to exceed \$428,242.94, is attached hereto as Exhibit A; and

WHEREAS, funds are budgeted and available in the Utilities Capital Improvement account, 460-56300, identified as Project #23019 & #23020, 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 sole source purchase of Empire Pipe & Supply master water meters in the amount not to exceed \$428,242.94, attached hereto as Exhibit A.

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

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

ADOPTED this 1st day of November 2022.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

**Customer**

CITY OF FERNANDINA BCH - WATER
1180 SO. 5TH.
FERNANDINA BEACH, FL 32034

EMPIRE PIPE AND SUPPLY CO
PO Box 130399
BIRMINGHAM, AL 35213

Telephone: 407-295-2400

Telephone: 407-295-2400

~~Bid expires on 11/11/22~~

10/12/22 Bid ID: 5015121 FISCAL YEAR 2023 METERS

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
10	1600	EA	5/8X3/4 SONATA MTR PLY ALLEGRO	228.94	366,304.00
20	150	EA	5/8X3/4 SONATA MTR PLY ALLEGRO	250.00	37,500.00
30	73	EA	1 SONATA MTR POLY ALLEGRO	334.78	24,438.94

Subtotal: 428,242.94

Tax: .00

Bid Total: 428,242.94

All purchases are subject to a 1.5% service charge after due date. It is specifically understood and agreed that the title parts and materials listed or included on above delivery receipt shall remain the property of Empire Pipe & Supply Co. until full payment of same has been received. The purchaser agrees to pay all costs of collection, including a reasonable attorney's fee in the event it becomes necessary to enforce payment thereof. RETURNS: MUST HAVE OUR PRIOR CONSENT, ORIGINAL INVOICE NO. WITH DATE MUST BE FURNISHED, RESTOCKING, RECONDITIONING & FRT. CHARGES ARE APPLICABLE ON ALL RETURNS.

THIS DELIVERY TICKET EVIDENCES A SALE ON THE FOLLOWING TERMS AND CONDITIONS. Buyer's assent thereto shall be deemed expressed either: (a) by Buyer's acceptance of the goods delivered pursuant hereto, or (b) by Buyer's separate written agreement with Seller that all sales to Buyer are governed by and subject to the terms hereof. Empire Pipe and Supply Company (Seller) makes no representations or warranties, expresses or implied, with respect to the goods described on this delivery ticket except as specifically set forth on a separate written product warranty provided to the original purchaser of such goods. Such warranty, if any, run solely to the original purchaser and not to any person or entity that purchases such goods. Seller specifically excludes and disclaims any implied warranty of merchantability and any implied warranty of fitness for a particular purpose. No one is authorized to make any warranty, create any obligation or assume any liability for or on behalf of Seller in connection with goods to be delivered hereunder. Seller's liability is limited to actual replacement of any product proven to have been defective at the time Seller's delivery hereunder. Seller's liability is limited to actual replacement of any product proven to have been defective at the time of Seller's delivery, or the product's specific net purchase value at the time of delivery, whichever is less. In no event will Seller be liable for damages that occur to its product after delivery has been made. In no event will Seller be liable to buyer for any business expenses, loss of profits, penalties or incidental or consequential damages, however caused, whether by Seller's sole or concurrent negligence or otherwise.



101 Regency Parkway
Mansfield, Texas 76063
PH# 800-765-6518
817-842-8000
FAX# 817-842-8100

October 12, 2022

Via Email adesilet@fbfl.org

City of Fernandina Beach
Attn: Andre Desilet, PE
Utility Director
1180 South 5th St.
Fernandina Beach, FL 32034

Dear Mr. Desilet:

On behalf of Empire Pipe & Supply and Master Meter, Inc. we appreciate the continued opportunity to serve your metering needs.

Please let this correspondence confirm that Empire Pipe & Supply is the only authorized waterworks utility distributor for Master Meter in the state of Florida. This includes Master Meter's entire product line including but not limited to all sizes and types of water meters, AMR/AMI meter reading system, components, and accessories.

If you should have any questions or require additional information, please don't hesitate to contact me at 800-765-6518.

Respectfully,

Brandon Foster,
Regional Vice President of Sales
Master Meter, Inc.

cc: David Reas, RSM, Master Meter, Inc.
Alex Mestre, Empire Pipe & Supply

SOLE/SINGLE SOURCE JUSTIFICATION FORM

(Nov, 2020)

Date: 10/12/2022

Department: UTILITIES

Director: Andre Desilet

Sole/Single Source Vendor: EMPIRE PIPE & SUPPLY

Est. Cost: \$428,242.94

Account Number: 460-56300

Account Name: IMPROVEMENTS

NOTE: It is a felony to knowingly circumvent a competitive process for commodities or services by fraudulently specifying "sole source" FS 838.22(2).

Service/Commodity Description:

PURCHASE OF SONATA ALLEGRO WATER METERS AND ASSOCIATED
HARDWARE/SOFTWARE.

VENDOR IS ONLY AUTHORIZED RETAILER FOR SONATA ALLEGRO METER IN
Please check the category appropriate for this purchase (attach supporting documentation)

- ☐ **Continuity of product/services-** vendor providing a product/service after a previous purchase.
- ☒ **Manufacturer/distributor-** only known item/source to meet specialized needs of department or perform intended function.
- ☒ **No substitute/compatibility-** component or replacement part has no substitute and can be obtained from only one vendor.
- ☐ **Timeliness-** acquisition of an alternative source would require considerable time and expense to evaluate.
- ☐ **Emergency-** urgent need for the item/service does not allow for soliciting competitive bids (restricted to public health, safety, welfare).
- ☐ **Monopoly-** a monopoly exists as in the case of the U.S. Post Office, Florida Public Utilities, etc.
- ☐ **One-of-a-kind-** only area distributor of the original manufacturer.

Based on the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached be purchased as a sole/single source commodity. I certify that the information contained in this justification is accurate and complete.

Andre Desilet

Digitally signed by Andre Desilet
Date: 2022.10.13 08:04:38
-04'00'

Department Director Signature



City Manager Signature

☐

Approved

☐

Disapproved

Date:

11/1/22

CITY COMMISSION AGENDA ITEM

City of Fernandina Beach



SUBJECT: Resolution 2023-71
City Seal Use Approval - Wild Amelia

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-71.

SYNOPSIS: Ordinance 2011-06 Section 2-1(b)(2) states: "It shall be unlawful for any person to manufacture, use, display, or otherwise employ in any manner or for any purpose whatsoever the seal of the City or any facsimile or reproduction thereof, except: such persons or entities that shall have first obtained the written permission of the City Commission."

Wild Amelia, a program of Keep Nassau Beautiful, Inc., offers many nature-based programs throughout the year, including the Wild Amelia Nature Festival and Wild Nites lecture series. The City of Fernandina Beach has supported the Wild Amelia Festival since its inception in 2007 through staff participation and hosting of this event and the Wild Nites lecture series.

Inclusion of these events in the Greenway's educational program offerings strongly supports the public education requirements set forth by the Egans Creek Greenway Land Acquisition Agreements. The City's participation in the Festival and lecture series has been noted in the Greenway's annual Stewardship Reports submitted to the Florida Communities Trust for many years and is included in the Egans Creek Greenway Management Plan.

Wild Amelia hereby requests use of the City seal for advertisements related to the annual Wild Amelia Festival and Wild Nites lecture series.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-71.

Kelly Gibson, Planning Deputy Director	4/14/2023
Katie Newton, Legal Assistant	4/14/2023
Agnes White, Administrative Services Manager	4/19/2023
Charles George, Interim City Manager	4/19/2023
Tammi E. Bach, City Attorney	4/25/2023

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

Date: April 06, 2023

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Adopt

RESOLUTION 2023-71

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING USE OF THE CITY SEAL FOR “WILD AMELIA EDUCATIONAL EVENTS” THAT FULFILL CITY GRANT REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 2011-06 Section 2-1(b)(2) states: “It shall be unlawful for any person to manufacture, use, display, or otherwise employ in any manner or for any purpose whatsoever the seal of the City or any facsimile or reproduction thereof, except: such persons or entities that shall have first obtained the written permission of the City Commission”; and

WHEREAS, Wild Amelia, a program of Keep Nassau Beautiful, Inc., offers many nature-based programs throughout the year, including the Wild Amelia Nature Festival and Wild Nites lecture series; and

WHEREAS, the City of Fernandina Beach has supported the Wild Amelia Festival since its inception in 2007 through staff participation and hosting of this event and the Wild Nites lecture series; and

WHEREAS, inclusion of these events in the Greenway’s educational program offerings strongly supports the public education requirements set forth by the Egans Creek Greenway Land Acquisition Agreements. The City’s participation in the Festival and lecture series has been noted in the Greenway’s annual Stewardship Reports submitted to the Florida Communities Trust for many years and is included in the Egans Creek Greenway Management Plan; and

WHEREAS, staff recommends approval of the use of the City’s seal for the advertisement of the Wild Amelia Festival and Wild Nites lecture series.

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 use of the City seal by Wild Amelia, a part of Keep Nassau Beautiful, Inc., for the advertisement of the Wild Amelia Festival and Wild Nites lecture series.

SECTION 2: This Resolution shall become effective immediately.

ADOPTED this 2nd day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

A handwritten signature in blue ink, appearing to read 'TEB', is positioned above the City Attorney's name.

CAROLINE BEST
City Clerk

TAMMI E. BACH
City Attorney

ORDINANCE 2011-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA AMENDING CHAPTER 2, ARTICLE 1 OF THE CODE OF ORDINANCES BY CREATING SECTION 2-1 TITLED CITY SEAL, GENERAL RESTRICTIONS; BY OFFICIALLY ADOPTING THE CORPORATE CITY SEAL AND ESTABLISHING GENERAL RESTRICTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 165.043, Florida Statutes, grants the governing body of a municipality the authority to designate an official municipal seal and the discretion to allow the use of such a seal for other than official purposes upon the written permission of the City Commission; and

WHEREAS, the City of Fernandina Beach desires to officially adopt the Corporate City Seal and establish general restrictions for its use.

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

SECTION 1. It is hereby proposed that Section 2-1 of the City of Fernandina Beach Code of Ordinances be created to read as follows:

Sec. 2-1. City seal; general restrictions.

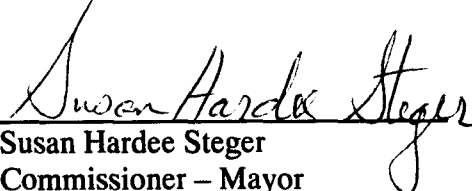
- (a) There is hereby adopted the official corporate seal of the City of Fernandina Beach, copy of which is appended to the ordinance from which this section derives and as filed with the City Clerk.
- (b) It shall be unlawful for any person to manufacture, use, display, or otherwise employ in any manner or for any purpose whatsoever the seal of the City or any facsimile or reproduction thereof, except:
 - (1) The officers and employees of the city in connection with the performance of their official duties; or
 - (2) Such persons or entities that shall have first obtained the written permission of the City Commission.

SECTION 2. 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.

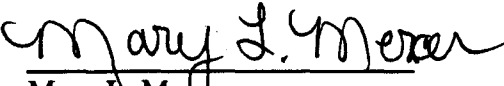
SECTION 3. This Ordinance shall become effective immediately upon final adoption.

ADOPTED this 5th day of April, 2011.

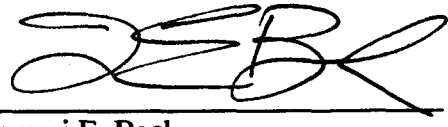
CITY OF FERNANDIA BEACH


Susan Hardee Steger
Commissioner – Mayor

ATTEST:


Mary L. Merder
City Clerk

APPROVED AS TO FORM:


Tammi E. Bach
City Attorney

Date for First Reading:	March 1, 2011
Date of Legal Ad:	March 23, 2011
Date of Second Reading:	
And Public Hearing:	April 5, 2011

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Ordinance 2023-22
Code Amendment - Beach Rangers

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-22 at First Reading.

SYNOPSIS: On July 17, 2018, the City Commission enacted Ordinance 2018-16, creating the Beach Ranger Program to provide additional safety and security measures. Staff recommends amending the ordinance to allow for the Beach Ranger program to fall under the Fire Department so as to better coordinate services with the FBFD's Ocean Rescue program.

FISCAL IMPACT: The budget line item for the Beach Ranger program will transfer to the Fire Department in the new fiscal year.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact Ordinance 2023-22 at First Reading.

Ty Silcox, Fire Chief	4/18/2023
Jeff Tambasco, Interim Police Chief	4/20/2023
Katie Newton, Legal Assistant	4/21/2023
Agnes White, Administrative Services Manager	4/21/2023
Pauline Testagrose, Comptroller	4/25/2023
Charles George, Interim City Manager	4/25/2023
Tammi E. Bach, City Attorney	4/25/2023

Date: April 06, 2023

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION: Enact

ORDINANCE 2023-22

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, WATERWAYS, OF THE CODE OF ORDINANCES OF THE CITY OF FERNANDINA BEACH BY AMENDING ARTICLE I, IN GENERAL, SECTION 90-32, BEACH RANGERS, TO ALLOW FOR THE BEACH RANGERS TO REPORT TO THE FIRE CHIEF OR POLICE CHIEF; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has a duty to protect its citizens; and

WHEREAS, on July 17, 2018, the City Commission enacted Ordinance 2018-16, creating the beach ranger program to provide additional safety and security measures; and

WHEREAS, staff recommends amending the ordinance to allow for the Beach Ranger program to fall under the Fire Department so as to better coordinate services with the FBFD's Ocean Rescue program; and

WHEREAS, the City Commission finds it to be in the best interest of the City to amend Section 90-32.

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

SECTION 1. That Section 90-35 of the Code of Ordinances of the City of Fernandina Beach is hereby amended to read as follows:

Section 90-32. Beach rangers.

(a) *Beach rangers.* The duly appointed and identified beach rangers, under the purview of the Fernandina Beach Police Department or the Fernandina Beach Fire Department, ~~shall be~~ are responsible for identifying violations and pursuing compliance from persons violating the City Code provisions and/or ordinances. Beach rangers ~~shall~~ include code enforcement officers, sworn law enforcement personnel, police service aides, police reserve officers, and trained volunteers as assigned by the ~~chief of police or fire chief or his/her~~ their designee.

(b) *Reasonable command.* It ~~shall be~~ is unlawful for any person to deliberately disobey any reasonable command of a duly appointed and identified City beach ranger while in the legitimate performance of ~~his/her~~ their duties, such commands being intended to ensure the safety of persons using the beach or structures erected thereon.

(1) A reasonable command ~~shall~~ will be preceded by a verbal warning to such person to cease the activity or behavior, which is jeopardizing the safety of those using the beach or the structures thereon; such person ~~shall~~ will be given a reasonable opportunity to comply with the warning. Said reasonable command ~~shall~~ must be made in the presence of or by a beach ranger acting on behalf of the City of Fernandina Beach.

(c) *Enforcement and penalty.*

(1) Beach rangers are authorized to enforce violations of chapter 90 and any other applicable ordinances in the Fernandina Beach Code of Ordinances.

(2) Beach ~~Rangers~~ rangers may issue a \$150.00 citation, unless the code provides for another fine amount for certain offenses, pursuant to section 1-12 of this Code of Ordinances for any

violation of the Code of Ordinances witnessed by the beach ranger. Each violation of any provision of the Code of Ordinances ~~shall~~ constitutes a separate offense.

(3) Any person who willfully refuses to sign and accept a citation issued by a beach ranger ~~shall~~ will be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 775.082 or 775.083. A written warning to this effect ~~shall~~ will be provided at the time any citation is issued hereunder.

(4) Upon receiving a citation by a beach ranger, any person may be ordered to leave the beach by the Fernandina Beach Police Department.

SECTION 2. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof is held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application will not be affected thereby.

SECTION 3. The provisions of this Ordinance will take effect immediately upon its passage and enactment.

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: May 2, 2023

Date of Second Reading/Final Hearing:

ORDINANCE 2018-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; CREATING SECTION 90-32 BEACH RANGERS AND REASONABLE COMMAND; AMENDING SECTION 90-46 RESTRICTING FISHING NEAR OCEAN RESCUE TOWERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the Code of Ordinances, City of Fernandina Beach, Florida, is hereby amended by adding a section to be numbered 90-32, which section shall read as follows:

Sec. 90-32 – Beach Rangers.

(a) Beach rangers. The duly appointed and identified *beach rangers*, under the purview of the Fernandina Beach Police Department, shall be responsible for identifying violations and pursuing compliance from persons violating the City Code provisions and/or ordinances. *Beach rangers* shall include code enforcement officers, sworn law enforcement personnel, police service aides, police reserve officers and trained volunteers as assigned by the Chief of Police or his/her designee.

(b) Reasonable command. It shall be unlawful for any person to deliberately disobey any reasonable command of a duly appointed and identified city beach ranger while in the legitimate performance of his/her duties, such commands being intended to ensure the safety of persons using the beach or structures erected thereon.

- (1) A reasonable command shall be preceded by a verbal warning to such person to cease the activity or behavior, which is jeopardizing the safety of those using the beach or the structures thereon; such person shall be given a reasonable opportunity to comply with the warning. Said reasonable command shall be made in the presence of or by a beach ranger acting on behalf of the City of Fernandina Beach.

(c) Enforcement and penalty.

(1) Beach rangers are authorized to enforce violations of Chapter 90 and any other applicable ordinances in the Fernandina Beach Code of Ordinances.

(2) Beach Rangers may issue a \$150.00 citation, unless the Code provides for another fine amount for certain offenses, pursuant to Section 1-12 of this Code of Ordinances for any violation of the Code of Ordinances witnessed by the beach ranger. Each violation of any provision of the Code of Ordinances shall constitute a separate offense.

(3) Any person who willfully refuses to sign and accept a citation issued by a beach ranger shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. 775.082 or 775.083. A written warning to this effect shall be provided at the time any citation is issued hereunder.

(4) Upon receiving a citation by a beach ranger, any person may be ordered to leave the beach by the Fernandina Beach Police Department.

SECTION 2. It is hereby proposed that Article II, In General, Section 90-46 of the Code of Ordinances, City of Fernandina Beach, Florida is hereby amended to read as follows:

Sec. 90-46 - Fishing lines.

No person shall employ or use any fishing lines or equipment in a manner which prohibits or interferes with the rights of the general public to pass on the Atlantic Ocean beaches or within 300 yards ~~feet~~ north and south of any staffed Ocean Rescue Tower. It is specifically prohibited to extend any fishing line across the entire width of the beach, from the mean high water mark to the actual water line, which interferes, restricts or prohibits passage.

SECTION 3. SEVERABILITY. In the event that any word, phrase, clause, sentence or paragraph hereof shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence or paragraph hereof.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

ADOPTED this 17th day of July, 2018.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner – Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

July 4, 2018
NewsLeader Edition



**NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH**

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, July 17, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2018-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, BEACHES, OF THE CODE OF ORDINANCES; CREATING SECTION 90-32 BEACH RANGERS AND REASONABLE COMMAND; AMENDING SECTION 90-46 RESTRICTING FISHING NEAR OCEAN RESCUE TOWERS; 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.